Bangalore Electricity Supply Company Limited

(A Govt. of Karnataka Undertaking)

(CIN No.: U04010KA2002SGC030438)

RFP No.:BESCOM/2024-25/SE0205

Date:18.10.2024

Request For Proposal (RFP) Document

for

Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO) for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level covering 10,180 IP sets in BESCOM jurisdiction, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme

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This RFP document is non-transferable and is neither an agreement nor an offer by BESCOM to the prospective Bidders or any other person. The purpose of this document is to provide interested bidders/ parties with information that may be required to them in preparation of their bid pursuant to this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by BESCOM in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BESCOM, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. **Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.**

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The bidder, regardless of the conduct or outcome of the Bidding Process, shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BESCOM, or any other costs incurred in connection with or relating to its bid.

LIST OF ABBREVIATIONS

AC	Alternating Current
Ag.	Agriculture
BOS	Balance-Of-System
CEA	Central Electricity Authority
CEIG	Chief Electrical Inspector of Government
CERC	Central Electricity Regulatory Commission
CFA	Central Financial Assistance
COD	Commercial Operation Date
CPV	Concentrator Photo Voltaics
CT	Current Transformer
DC	Direct Current
DCR	Domestic Content Requirement certificate
DSM	Demand Side Management
HP	Horse Power
IEC	International Electro technical Commission
IEEE	Institute of Electrical and Electronics Engineers
IoT	Internet of Things
INDC	Intended Nationally Determined Contribution
IS	Indian Standard
IST	Indian Standard Time
KERC	Karnataka Electricity Regulatory Commission
kV	Kilo Volt
kW	Kilo Watts
kWp	Kilo Watt peak
LOA	Letter Of Award
LT	Low Tension
MCB	Miniature Circuit Breaker
MDAS	Meter Data Acquisition System
MIS	Management Information System
MNRE	Ministry of New & Renewable Energy, Government of India
MW	Mega Watt
ITB	Invitation to Bidders
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PCU	Power Conditioning Unit
PID	Potential-Induced Degradation
PPA	Power Purchase Agreement
PT	Potential Transformer
PV	Photo Voltaic
PVC	Poly Vinyl Chloride
RCCB	Residual Current Circuit Breaker
RESCO	Renewable Energy Service Company

RMS	Remote Monitoring System
RTC	Real Time Clock
SCADA	Supervisory Control And Data Acquisition
SEDM	Solar Energy Data Management
SMB	Sub Miniature version Board
SNA	State Nodal Agency for Renewable Energy
SPG	Solar Power Generator
SPV	Special Purpose Vehicle
SS	Sub Station
STC	Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/m2, and cell temperature of 25°C)
TPI	Third-Party Inspection
TPIA	Third-Party Inspection Agency' appointed by BESCOM and / or MNRE as may be applicable
UAT	User Acceptance Test
W	Watt
Wp	Watt peak

VOLUME – I

REQUEST FOR PROPOSAL

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SECTION-1

INVITATION TO BIDDERS

1 INVITATION TO BIDDERS

1.1 Preamble:

Bangalore Electricity Supply Company Limited, a company formed and incorporated in India under the Companies act, 1956, with its registered office located at K.R.Circle, Bengaluru-560001 and is responsible for Power distribution in eight districts of Karnataka (Bengaluru Urban, Bengaluru Rural, Ramanagara, Chikkaballapura, Kolar, Davanagere, Tumkur and Chitradurga).

1.2 About PM-KUSUM Scheme:

1.2.1 Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan **("PM-KUSUM")** scheme is aimed at ensuring energy security for farmers in India, along with honouring India's commitment to reach 500GW non-fossil energy capacity by 2030 and 50% of energy requirement from RE by 2030 as part of Intended Nationally Determined Contributions (INDCs).

In March 2019, Government of India launched **PM-KUSUM** scheme with the objective of financial and water security to farmers. The Ministry of New & Renewable Energy (MNRE), Government of India (GoI) vide OM no.:32/645/2017-SPV Division, dated 22.07.2019 and in supersession to this OM, comprehensive guidelines have been issued vide Order no.:32/645/ 2017-SPV Division, dated 17.01.2024 and further clarification issued vide Order no.: 32/54/2018-SPV Division-Part (1), dated 29.01.2024 for implementation of PM-KUSUM scheme for the following three components:

i) **Component-A:** Setting up of decentralized ground mounted grid connected renewable power plants of individual plant size up to 2 MW;
ii) **Component-B:** Installation of stand-alone solar powered agriculture consumers of individual pump capacity up to 7.5 HP; and
iii) **Component-C:** Solarization of grid connected agriculture pumps of individual pump capacity up to 7.5 HP. This component also included feeder level solarization.

1.2.3 **Feeder Level Solarization under Component –C:**
The MNRE, GoI vide OM no.: 32/645/2017-SPV Division, dated 04.12.2020 have issued separate operational guidelines for Feeder Level Solarization under Component-C. The scheme shall be implemented where agriculture feeders have already been separated. Further, in supersession to the OM no.:32/645/2017-SPV Division, dated 22.07.2019 & its subsequent orders, comprehensive guidelines were issued vide Order no.:32/645/2017-SPV Division, dated 17.01.2024 and further clarification issued vide Order no.:32/54/2018-SPV Division-Part (1), dated 29.01.2024 for implementation of PM-KUSUM scheme.

Feeder level solar power plant may be installed to cater to the requirement of power for a single feeder or for multiple agriculture feeders emanating from a Sub-station **(hereinafter referred to as "SS" in this RFP)** to feed power at 11 kV side of the SS depending upon factors like availability of land, technical feasibility, etc,.

1.2.4 The Government of Karnataka (GoK) has nominated BESCOM as Nodal & Implementing agency for Feeder Level Solarization in its jurisdiction and to implement the scheme through RESCO mode.

1.3 Sanctioned Capacity:

MNRE has sanctioned 2,62,331 IP sets to BESCOM under the scheme and BESCOM is invited this RFP for 10,180 IP sets.

1.4 Objective:

BESCOM intends to select competent and eligible bidder, hereinafter to be referred as **"Solar Power Generator ("SPG")"** for the work of Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme.

The solar power plant capacity of selected SS(s) hereinafter to be referred as **"Project(s)"**. List of Projects is detailed in **Annexure-XX**.

1.5 Location of Solar Power Plant Installation:

1.5.1 The RESCO Developer (Successful bidders hereinafter referred as **"SPGs"**) shall identify the private land nearer to the Sub-station OR make use of the Revenue (Govt.) land, if available, nearer to the Sub-Station as per the guidelines/orders issued by the Govt. of Karnataka vide G.O. no.:Energy/61/VSC/2024 Bengaluru, dated:11.03.2024 & Corrigendum no.:Energy/61/VSC/2024, dated:19.03.2024 and any subsequent orders issued from time to time, for setting up the Project on the locations within the geographical boundary of BESCOM and make arrangements for associated infrastructure for development of the Project. The solar plant shall be installed by the SPG for the capacity allotted and power shall be injected at 11 kV bus of the SS through single/multiple evacuation line(s).

1.6 Scope of Bidding:

1.6.1 The Bidder shall bid for the total solar capacity of the Project. Each bidder can bid for any number of Projects subject to Techno-Commercial criteria. **The bidder is not allowed to bid for partial capacity of the Project.**

1.6.2 The basis of evaluation of the Price bids shall be the levelized quoted tariff for 25 years in Rs.X.XX per kWh (unit) in the price schedule. To further clarify, all the costs including applicable taxes (incl. GST), duties, etc. pertaining to *"Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme"*, shall be inclusive in the Price Bid quoted by the Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff upto Two (2) decimal and no price variation on any account shall be considered.

1.6.3 This RFP document is common for all the Project(s). However, it may be noted that, for all intents and purposes, the Project(s) are independent of each other and the Bidder shall, as part of its Financial Bid, shall quote tariff separately for each Project for which the bidder submitting the Bids in accordance with this RFP document.

1.6.4 It is important to note that, the Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity ('ies) or any other Group Entity ('ies) either bidding as Single Bidder or as a Consortium can submit only One (1) Bid per Project.

1.6.5 An Individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be a member of any other Bidder Consortium or an Individual Bidder applying for qualification.

1.6.6 The Bidder shall furnish details including its Parent, Ultimate Parent, Affiliate, Group Business Entity ('ies) or any other Group Entity ('ies) either bidding as Single Bidder or as a Consortium participating in the Bidding Process as per the format provided in **'Details of the Bidder'** in **Annexure-III.**

1.7 Role of the SPG/Successful Bidder:

1.7.1 The SPG shall be responsible for "Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme", in accordance with the provisions of the PPA to be entered into between the SPG and BESCOM. As per KERC (FEE) Regulations, 2016 necessary charges shall be paid to KERC for adoption of the tariff. The tariff (quoted/ negotiated) of the successful bidder will be submitted to KERC by BESCOM for adoption of the tariff and the SPG shall pay such charges to BESCOM/KERC.

1.7.2 The SPG shall identify the private land nearer to SS, get ownership of land or its lease rights or combination of the above required for the Project at their own discretion or make use of the Revenue (Govt.) land, if available, nearer to the Sub-Station, as per the guidelines/orders issued by the Govt. of Karnataka vide G.O. no.:Energy/61/VSC/2024 Bengaluru, dated:11.03.2024 & Corrigendum no.:Energy/61/VSC/2024, dated:19.03.2024 and any subsequent orders issued from time to time. The responsibility of the successful Bidders shall include but not limited to identification of such land, conducting a due diligence upto the Bidder's satisfaction, negotiation of the land/ lease price with the private land owners as per the direction of Deputy Commissioner of the concerned district. In case SPG make use of the available Revenue (Govt.) land, the rent / lease rates shall be borne by the SPG, at the rates fixed by the Govt. of Karnataka vide G.O. no.:Energy/61/VSC/2024 Bengaluru, dated:11.03.2024 & Corrigendum no.:Energy/61/VSC/2024, dated:19.03.2024 and any subsequent orders issued from time to time.

As per the G.O. no.:Energy/61/VSC/2024 BENGALURU, dated:11.03.2024, the Revenue Department reserves Government lands to the Energy Department for implementation of feeder level solarisation and fixed the Right of Use Rates at Rs.25,000/- per acre per year with

5% escalation on base rate for every 2 years on par with Pavagada Solar Park land contract conditions and to collect this amount from the SPGs. For the utilization of collected amount, a Local Area Development Committee (LADC) is constituted under the Chairmanship of District Commissioner.

1.8 Capacity of the Project:

1.8.1 As per MNRE guidelines, the capacity for a Project is limited to the annual consumption of the selected Agri feeders of respective SS & the solar energy to be injected to SS is detailed in **Annexure-XX.**

1.8.2 The Bidder is eligible to quote the price for number of Projects based on the Financial Criteria as stipulated under Clause 5.2.2 of this RFP.

Illustration: For avoidance of doubt, in case a Bidder is eligible to quote for 20 MW (AC) capacity in aggregate based on its Technical and Financial Criteria, then the Bidder can quote the respective Tariff for one or more Projects with the total capacity of the Projects quoted shall not exceed 20 MW (AC). In case the Bidder quotes cumulatively for more than 20 MW (AC) across Project (s), all the Bids submitted by the Bidder will be summarily rejected.

Examples are as detailed in below table:

Sl.No.	Name	Project Capacity (in MW)	Eligibility
1	Project-1	20 MW (AC)	Eligible to bid for the total capacity of Project with 20 MW(AC)
2	Project-2	15 MW (AC)	Eligible to bid for the total capacity of Project and Bidder can still quote for the balance 5MW under any another Project(s) with 5 MW (AC) capacity
3	Project-3	10 MW (AC)	Eligible to bid for the total Project capacity and Bidder can still quote for the balance 10 MW under any another Project(s) with 10 MW(AC) capacity
4	Project-4	5 MW (AC)	Eligible to bid for the total Project capacity and Bidder can still quote for the balance 15 MW under any another Project(s) with 15 MW(AC) capacity

1.8.3 On opening of the Price Bid, BESCOM reserves the right for allocation of the final Project capacity for all the Successful Bidders corresponding to their quoted/negotiated Tariff.

1.9 Selection of Bidders:

1.9.1 The techno-commercial bids of the bidders will be evaluated as per Section 5 of this RFP.

1.9.2 Price bids of only techno-commercially (Technical criteria & Financial capacity) qualified bidders will be opened.

1.9.3 It is pertinent that the bidders' shall specify the list of Projects while submitting the technical bids, without disclosing the price quoted, as per the format provided in **Annexure-XVII**. The bids received with price list during techno-commercial evaluation will be considered as non-responsive.

1.9.4 The levelized ceiling tariff fixed by KERC is **Rs.3.17 per kWh** and the price quoted by the bidders shall not exceed the ceiling tariff. Ranking list of Techno-Commercially qualified bidders will be prepared for each Project in ascending order (L1, L2, L3, …. Ln) by listing each of the Tariff quoted in the Price schedule.

1.9.5 The selection of successful bidder will be based on least cost quoted/negotiated cost with L1 bidder(s), for all the Project(s) irrespective of number of bids received for each Project.

1.9.6 LOA will be issued to the successful Bidders and such bidders shall execute the Power Purchase Agreement (hereinafter referred as the **"PPA")** as per the conditions stipulated in Clause 9.1 and 9.3.

1.10 Connectivity with the Grid:

1.10.1 The SPG shall carry out any evacuation assessment study with respect to the connectivity of the Project to the respective SS. SPG shall inject power at 11kV of the SS and the metering shall be done at the delivery point(s) of respective SS. The SPG shall consider maximum 6.5MW (AC) solar capacity per 11kV bay, nearer to the delivery point.

1.10.2 The SPG shall Commission the Project(s) as stipulated under Clause 4.8, 4.9 & 4.11 of this RFP document.

1.10.3 The SPG shall carry out maintenance of the 11kV line(s) laid between SS and solar power plant during the PPA Period. However, applicable supervision charges if any shall be payable by the SPG to the concerned authority.

1.11 Applicability of Central Financial Assistance (CFA):

1.11.1 Under this RFP, successful Bidders will be eligible to get CFA to a maximum of INR 1.05 Cr per MW, as determined by MNRE, GoI in its Order no.:32/54/2018-SPV Division-Part (1), dated 29.01.2024.

1.11.2 As per the MNRE comprehensive guidelines to avail CFA, the RESCO developers shall commission (Scheduled Commercial Operation Date (hereinafter referred to as **"SCOD"**)), the solar power plant within 31.08.2025. In case, MNRE modifies SCOD timeline, same will be applicable.

1.11.3 The eligible CFA will be released to the RESCO developers through BESCOM as per MNRE OM no.:32/54/2018-SPV Division (Part-2), dated:05.04.2024 and any subsequent amendments issued thereon.

The detailed milestones for release of CFA under Component C (FLS) as per the above MNRE order as follows:

Release	Milestone achieved	Activities to be completed by the Project Developer	Release mechanism
30% of CFA as first installm	30% of work	i) Letter of Award and signing of PPA by SPG. ii) Signing of EPC contract and releasing of advance to EPC contractor. iii) Encumbrance free land available for project with either copy of land record with SPG ownership or copy of lease agreement.	The 30% CFA would be released to BESCOM by MNRE on submission of documents duly verified and signed by General Manager (DSM), BESCOM, Bangalore.

ent		iv) Bay allocation letter received from KPTCL. v) ESCROW agreement, if financial assistance is obtained from FI/Banks. vi) GST invoices of solar module inverters and transformer. vii) Financial Closure of the project. viii) 50% completion of preliminary civil work including foundation for module mounting structure etc.	BESCOM will transfer the CFA to the SPG, on receipt of CFA amount from MNRE.
30% of CFA as second installment	75% of work	i) Completion of preliminary civil work including foundation for module mounting structure etc. ii) Receipt of Solar PV Module and Solar Inverters, at the project site. iii) 75% completion of installation work of solar PV modules.	The second installment would be released to BESCOM by MNRE. BESCOM would transfer the funds to lender/financier in case the project is under financing, otherwise release to SPG, on receipt of CFA amount from MNRE.
40% of CFA as final installment	100% of work	a) Installment of 25% shall be released through BESCOM on completion of the plant commissioning. b) 15% on successful performance of the solar plants for two months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA.	The final installment would be released to BESCOM by MNRE. BESCOM would transfer the funds to lender/financier in case the project is under financing, otherwise release to SPG, on receipt of CFA amount from MNRE.

1.11.4 The maximum eligible CFA is only INR 1.05 Cr per MW, even if the Bidder's Project cost per MW is more than the MNRE estimated project cost of INR 3.5 Cr per MW.

1.11.5 Procedure for Recovery of CFA in the cases of SPG Event of Default:
On successful completion of each milestones stipulated by the MNRE, the CFA will be released in percentage to the SPG through BESCOM. In the event SPG has claimed the CFA for having achieved the 1st or 2nd milestones or as per the MNRE guidelines issued from time to time, but failed to complete/commission the project within the stipulated period, the CFA claimed by the SPG is to be returned to BESCOM within 30 days of termination of agreement as stipulated in Article 16.1 of PPA. If the SPG is fail to return CFA, then the materials/equipments supplied for the projects will adjusted towards the CFA amount and materials/equipments will be taken into the custody of BESCOM by conducting joint survey with the SPG. If the cost of materials/ equipments adjusted towards CFA is insufficient, in that case the amount due to the SPG in other contracts/ESCOMs will be recovered and adjusted towards CFA. Any further shortage in CFA amount will be recovered through appropriate legal procedures as per law. While recovering the CFA, BESCOM have the liberty to assess the cost of materials/equipments.

SECTION-2

KEY DEFINITIONS

2 KEY DEFINITIONS

(1) **"Act" or "Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time ;

(2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression "control" shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors;

(3) **"Appropriate Commission"** shall mean as defined in the PPA or KERC;

(4) **"Authorized Officer"** shall mean Officer Designated by BESCOM for specific task;

(5) **"BESCOM"** shall mean Bangalore Electricity Supply Company Limited;

(6) **"Bid"** shall mean the "Proposal"/"Quotation" submitted by the bidders for the work envisaged under this RFP;

(7) **"Bidder" or "Bidding Entity"** shall mean Bidding Company or a Consortium or a Limited Liability Partnership (LLP) or a Proprietary Concern or an Individual as Proprietor or a registered Partnership Firm or, a Government entity, submitting the Bid. Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require;

(8) **"Bidding Portal"** shall mean https://kppp.karnataka.gov.in;

(9) **"Central Financial Assistance"** shall mean the Financial Assistance provided by MNRE to the developer through BESCOM for installing solar power plant under PM-KUSUM scheme;

(10) **"Capacity Utilisation Factor (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF in a Year shall be calculated as the ratio of the output of the Solar Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365));

(11) **"CEIG"** shall mean Chief Electrical Inspector of Government of Karnataka;

(12) **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

(13) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

(14) **"Commissioning"** with respect to the Project as certified by BESCOM &/KPTCL shall mean when all equipments as per rated capacity have been installed and energy has flown into the grid, in line with the Commissioning procedures defined in the RFP/PPA;

(15) **"Commissioning Authority"** shall mean a team of BESCOM and/or KPTCL officials, responsible for inspection, testing & synchronize the solar power plant with the grid and issue Commissioning Certificate;

(16) **"Commercial Operation Date (COD)"** with respect to the Project shall mean the date on which the Project is commissioned (certified by Commissioning Authority) and available for

commercial operation;

(17) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process, if they have a relationship with each other;

(18) **"Contracted Capacity"** shall mean the capacity in MW (AC) contracted with BESCOM for supply of power by the SPG at the Delivery Point(s) from the Solar Power Project;

(19) **"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on 1st April and ending on following 31st March, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of the Agreement/PPA, whichever is earlier;

(20) **"Control"** shall mean holding not less than 51% of voting rights or of paid up share capital;

(21) "**Controlling shareholding**" shall mean not less than 51% of the voting rights or paid-up share capital in the Company/Consortium;

(22) **"Day"** shall mean calendar day;

(23) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point(s) and as certified by BESCOM/KPTCL;

(24) **"Delivery Point"** shall mean the point(s) of connection(s) at which energy is delivered into the Grid System i.e. the Interconnection Point;

(25) **"DISCOMs"** shall mean a distribution companies responsible for distribution of power;

(26) **"Effective Date"** shall mean the date of signing of PPA;

(27) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department, Govt. of Karnataka;

(28) **"Equity"** shall mean Net Worth as defined in Companies Act, 2013;

(29) **"e-procurement"** shall mean Bidding portal/electronic procurement system of https://kppp.karnataka.gov.in;

(30) **"ESCOMs"** shall mean distribution companies responsible for distribution of power in Karnataka;

(31) **"Financial Closure" or "Project Financing Arrangements"** shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letter of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of BESCOM;

(32) **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the SPG and the Financing Parties relating to the financing of the Project;

(33) **"Financing Parties"** means Parties financing the Project, pursuant to Financing Documents;

(34) **"Group Business Entity"** shall mean a Business Entity, which directly or indirectly holds not less than 26% of voting securities of the Lead Bidder; or A Business Entity in which the lead Bidder directly or indirectly holds not less than 26% of voting securities;

(35) **"Guidelines"** shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of New and Renewable Energy vide OM no.:32/645/2017-SPV Division, dated 22.07.2019 and OM no.:32/ 645/2017–SPV Division, dated 04.12.2020 and in supersession to the OM no.: 32/645/2017-SPV Division dated 22.07.2019, comprehensive guidelines were issued vide Order No. 32/ 645/2017-SPV Division dated 17.01.2024 and further clarification issued vide order No. : 32/54/2018-SPV Division-Part (1) dated 29.01.2024 for implementation of PM-KUSUM scheme amendments from time to time;

(36) **"Interconnection Point"** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. at 11 kV bus level of SS;

(37) **"LOA"** shall mean the Letter of Award;

(38) **"LLP"** shall mean Limited Liability Partnership;

(39) **"MDCC"** shall mean the Material Dispatch Clearance Certificate, is an authorization certificate issued by the ultimate owner of the equipment giving an authorization to the manufacturer to dispatch the item from his works to the construction site;

(40) **"Metering Point"** shall mean Metering at 11 kV level of SS (delivery point);

(41) **"Month"** shall mean calendar month;

(42) **"Net-Worth"** as per section 2 (57) of the Companies Act 2013 shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

(43) **"Paid-up share capital"** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013;

(44) **"Performance Security"** shall mean, the irrevocable unconditional Performance Bank Guarantee (PBG) to be submitted by the successful bidder as per the RFP;

(45) **"PPA"** shall mean the Power Purchase Agreement signed between the SPG and BESCOM, according to the terms and conditions of the standard PPA enclosed with this RFP as Volume-II, to purchase energy as per the competitive bidding price or negotiated price;

(46) **"Procurer"** shall mean Bangalore Electricity Supply Company Limited;

(47) **"Power Project" or "Solar Project" or "Project"** shall mean the solar power generation facility having single/multiple point of injection(s) at single SS into the grid at Interconnection/Delivery/Metering Point(s) and having a control system and metering. The Project shall include all units and auxiliaries such as water supply, treatment or water storage facilities, dedicated 11kV line(s) up to the Delivery Point(s) and all the other assets, buildings/ structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to BESCOM;

(48) **"Project Site"** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located;

(49) **"Project Capacity"** means the AC capacity of the project at the generating terminal(s) and to

be contracted with BESCOM for supply from the Solar Power Project;

(50) **"Project Developer" or "Developer" or "Solar Power Generator (SPG)"** shall mean the successful Bidder whose Bid to perform the Contract as per this RFP has been accepted by BESCOM, LOA is issued by BESCOM and is named as such in the Contract Agreement/PPA, and includes the legal successors or permitted assigns of the Successful Bidder;

(51) **"RESCO"** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project;

(52) **"RFP"** shall refer to this Request for Proposal;

(53) **"Scheduled Commercial Operation Date (SCOD)"** shall mean 31.08.2025 with respect to the Project;

(54) **"Selected Bidder"** shall mean the Bidder selected pursuant to this RFP to set up the Project and supply of power as per the terms of PPA;

(55) **"SLDC"** shall mean the State Load Dispatch Center of Karnataka;

(56) **"Solar PV Project"** means the Solar Photo Voltaic Power project that uses sunlight, for direct conversion into electricity through Photo Voltaic technology;

(57) **"Successful Bidder"** means the L1 Bidder whose quoted/negotiated tariff adopted by KERC;

(58) **"Un-successful Bidder"** means the bidder not qualified in the bidding process;

(59) **"Voltage of Delivery"** means the voltage (11kV) at which the Electricity generated by the Project is required to be delivered at SS;

(60) **"Week"** shall mean calendar week;

SECTION-3

INSTRUCTIONS TO BIDDERS

3 INSTRUCTIONS TO BIDDERS

3.1 Instructions:

3.1.1 The Scope of Work will broadly include development, operation and maintenance of the Project(s) including supply of power at the Tariff as per the PPA during the tenure as mentioned in the PPA and as stipulated in Section-4 of this RFP.

3.1.2 The Bidding Documents include this RFP, PPA and any other subsequent Corrigendum/ Addendum/Amendment/Clarification issued if any.

3.1.3 The PPA sets forth the detailed terms and conditions for grant of the right to the SPG to supply solar power to the BESCOM (the **"Right"**), including the scope of the SPG's services and obligations and is enclosed as Volume II of this RFP (the PPA to be executed by the SPG as per LOA).

3.1.4 –Void–.

3.1.5 The Bids shall be submitted in **Single Stage: TWO parts** as follows:
Part-I: Techno-Commercial Bid (Technical & Financial Criteria), shall contain full technical particulars and commercial terms & conditions as stipulated in Clause 5.2 of this RFP. **The bidder shall upload the documents through Bidding portal as per Clause 7.3.6**.
Part-II: Price/Financial Bid, shall be quoted per kWh with Two (2) decimals only and submitted only through Bidding portal. This shall be uploaded at the slot provided for Financial Bid only. If the price is disclosed in techno-commercial bids, the bid will be rejected. After opening of the price bid of techno-commercially qualified bidders, the bidders will be selected as stipulated in Clause 8.8, 8.9 & 8.10 of this RFP.
Any alteration in the quoted price, will not be allowed on any ground, such as mistake, misunderstanding, etc., once the Bid has been submitted.

3.1.6 The evaluation of the Bid submissions would be carried out in three stages as stipulated in Section-8 of this RFP.

3.1.7 The Bidders are requested to submit their Bids in accordance with the Bidding Documents through online, only in electronic format on Bidding Portal with scanned copies of all required documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the due date of bid submission (the "**Bid Due Date**").

3.1.8 It is mandatory for all the participating bidders to upload scanned copy of the Bid Security (EMD) in the bidding portal and shall submit in **Original** at the mentioned address prior to opening of Techno-Commercial bids as stipulated under Clause 3.3 of this RFP:

Bid Security (EMD) amount of **INR 1,00,000/- (Indian Rupees One Lakh only) per MW (AC**) for the respective Project shall be submitted in the form of Bank Guarantee issued from any National scheduled bank, in India from the date on or after issue of RFP and valid for 225 (two hundred and twenty five) days. It is clarified that in case the Bidder is bidding for more than One Project, as per the provisions mentioned in this RFP, then the Bidder shall submit individual Bid Security for each Project.

In addition to this, the bidders shall pay an amount of Rs.500/- (Rupees Five hundred only) as

EMD in the Bidding portal to enable further process of submission of bids.

The Bid Security documents shall be submitted to the office of the General Manager(DSM), Corporate Office, BESCOM, K.R.Circle, Bengaluru-560001, in an envelope, sealed and marked as **"Selection of SPGs under Feeder Level Solarization of PM-KUSUM, Component-C scheme through RESCO mode"**.

Note:

- The bids of the bidders, who have not submitted the above document, will not be opened and such bids will be considered as non-responsive bids.
- No hard copy of Techno-Commercial bids shall be submitted, except the above document.

3.1.9 Bidders who wish to participate in this tender, will have to register on Bidding Portal (Bidders registered earlier on the Bidding Portal need not to get registered again). To participate in online tenders, Bidders will have to procure Digital Signature Certificate and they may contact Helpdesk of Bidding portal for any clarification.

3.1.10 The Bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability of internet connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. BESCOM will not be held responsible for any such events. The last date of submission of bids will not be extended in such circumstances and no correspondence shall be entertained by BESCOM in this regard.

3.1.11 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner. The scope of services and obligations of the SPG set forth in the PPA, BESCOM reserves the right to amend, alter, change, supplement or clarify the scope of work, the right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Volume I – Request For Proposal ("RFP") shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by BESCOM.

3.1.12 BESCOM shall receive Bids in accordance with the terms set forth in this RFP and other documents to be provided by BESCOM pursuant to this RFP (collectively the **"Bidding Documents"**), as modified, altered, amended and clarified from time to time by BESCOM, and all Bids shall be prepared and submitted in accordance with such terms.

3.1.13 The Bidding Documents and any addendum/corrigendum issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

3.1.14 Cutting/overwriting if any in the figures of the tendered documents is required to be clarified/ indicated in words, duly signed by the authorized signatory, failing which, the Bids of such Bidders' may be rejected.

3.1.15 Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.

3.1.16 All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information uploaded/furnished in the prescribed Formats only.

3.1.17 The Bidder can quote the Tariff for one or more Project(s) in the Price Bid for the capacity not exceeding its eligible capacity in aggregate, determined as per its Technical Criteria and Financial Capacity mentioned under Clause 5.2 of this RFP. In case the Bidder quotes more than its eligible capacity, all the Bids submitted by the Bidder shall be summarily rejected.

3.1.18 The Project(s) would be awarded to the Bidder(s) subjected to the Eligibility Criteria as per Clause 5 of this RFP. Bidder desires to bid for more than one Project, will be required to quote Tariff separately for each Project. For the purpose of identifying the Bidder to implement the Project, the Bids submitted by each Bidder would be evaluated on the basis of the evaluation criteria set out in Section 8 (Bid Opening & Evaluation) of this RFP.

3.1.19 The evaluation of the Price Bids of the Bidders shall be made, considering the Lowest Tariff quoted by the Bidder for each Project. The selection of successful bidder will be as per Clause 1.9 & Clause 8.10 of this RFP.

3.1.20 The SPG shall be entitled for the revenue from the Project in accordance with the terms of the PPA.

3.1.21 The SPG shall be responsible for obtaining all applicable statutory clearances.

3.1.22 This RFP is non-transferable.

3.1.23 Any award of Right pursuant to this RFP shall be subject to the terms of Bidding Documents.

3.1.24 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the PPA for the Project shall have the meaning assigned thereto in the PPA.

3.1.25 Clarifications regarding this RFP document for any type of typographical Errors or misunderstanding of document, the version/decision of BESCOM shall be final.

3.1.26 BESCOM reserves the right to cancel/withdraw or alter the RFP document without assigning any reason and shall not bear any liability whatsoever consequent upon such a decision.

3.1.27 Any queries (including any discrepancy, ambiguity and error) or request for additional information concerning this RFP shall be submitted in writing to the address as mentioned below. The envelopes shall clearly bear the following identification/title:
Queries/Request for Additional Information: RFP for "Selection of SPGs under Feeder Level Solarization of PM-KUSUM, Component-C scheme through RESCO mode".

Or the Queries can be made through e-mail.

The queries should be sent on or before the due date on the official letter head of the company as per the format below, as mentioned in Clause 3.3 of this RFP:

Sl.No.	RFP/PPA	Clause No.	Description	Query

All correspondence regarding queries and clarifications in respect of this RFP document shall be addressed to:

The General Manager (DSM),
Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001
E-mail ID: gmdsm@bescom.co.in & gmdsm.work@gmail.com

3.2 Key Bid Data:

1	RFP No.	BESCOM/2024-25/SE0205, date:18.10.2024
2	Bidding portal	https://kppp.karnataka.gov.in
3	Bidding procedure	Single Stage Two Part Bidding (The bidders shall quote Project-wise price)
4	Program & detail of work	Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme.
5	Plant technology	The Project shall provide for deployment of Solar PV Technology. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. It will be mandatory to use indigenously manufactured solar panels with indigenous cells and modules, as per "Approved List of Models and Manufacturers (ALMM)" published by MNRE with any Amendments issued from time to time. Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system. To ensure the quality, inspection shall be carried out of the solar modules, inverter/controller, MMS, etc., during the installation of system and final commissioning of the system. MNRE/BESCOM may engage a third-party inspection agency for this purpose. Only commercially established and operational technologies shall be used, to minimize the technology risk and to achieve the timely Commissioning of the Project. The detailed technical parameters, for Solar PV Power Projects to be selected, shall be in accordance with the MNRE technical specifications issued from time to time.
6	Solar plant location	Nearest to the sub-station and Land arrangement should be made by SPG for 25 years. SPG shall identify the private land nearer to SS, get ownership of land or its lease rights or combination of the above required for the Project at their own discretion OR make use of the Revenue (Govt.) land, if available nearer to the Sub-Station, as per the guidelines/orders issued by the Govt. of Karnataka from time to time. In case SPG make use of the available Revenue (Govt.) land, then the rent / lease rates shall be borne by the SPG at the rates fixed by the Govt. of Karnataka vide G.O. no.:Energy/61/ VSC/ 2024, dated:11.03.2024 and any subsequent orders issued from time to time.
7	Delivery point	At 11 kV side of grid transformer bank in sub-station
8	Annual CUF	**Annual CUF: 19% (Declared)** The annual CUF will be calculated every year from 1st April of the year to 31st March of the next year.

9	Minimum Guaranteed Generation	SPG shall maintain minimum generation so as to achieve annual CUF within lower limit of -15% (i.e., CUF of 16.15%) of the declared value till the end of 10 years from COD. Thereafter, till the end of the PPA period of 25 years, CUF within lower limit of -20% (i.e., CUF of 15.20%) of the declared value of the annual CUF.
10	Excess Generation	BESCOM, at any time during a Contract Year, shall be obliged to purchase +10% of energy, corresponding to annual maximum CUF of 19%, from the Solar Power Generator and shall be charged at 75% rate equivalent to PPA tariff or any other tariff determined by KERC, whichever is less, provided first right of refusal will vest with BESCOM. Purchase of any excess energy, beyond +10% energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost.
11	Penalty for deviation in Minimum Guaranteed Generation	In spite of all the above applicable conditions, if SPG is found to deviate from the Minimum Guaranteed Generation in any year, the compensation payable to BESCOM by the SPG shall be the cost of this shortfall in energy terms, calculated at PPA tariff.

3.3 Key Timelines:

Sl.No.	Parameters	Timeline
1	RFP No. and Date	BESCOM/2024-25/SE0205, date:18.10.2024
2	RFP Availability	18th October 2024 onwards
3	Pre-Bid meeting & Venue	**13th November 2024 at 11:30 hrs** Venue: Conference Hall, 3rd Floor, Belaku Bhavana, BESCOM, Corporate Office, K.R.Circle, Bengaluru-560001
4	Last date for submission of queries	13th November 2024 upto 17:00 hrs
5	Last date & time for submission of Bid	20th November 2024 upto 16:00 hrs
6	Last date for submission of Original Bank Guarantee for Bid Security/ EMD	21st November 2024 upto 17:00 hrs
7	Techno-Commercial Bid Opening	22nd November 2024 at 11:00 hrs
8	Financial/Price Bid Opening	After evaluation of Techno-Commercial bid, price bids of qualified bidders will be opened. Separate intimation regarding date of opening of price bid will not be issued.
9	Returning of Bid Security (EMD)	• Bid Security will be returned to the Unsuccessful bidders after completion of price bid evaluation. • Bid Security will be returned to the Successful bidders only after submission of PBGs and signing of PPA.
10	Issue of LOA to the successful bidders	Project-wise LOA will be issued to L1 bidder for the quoted/negotiated price.
11	Acknowledgement of LOA by the successful bidders	Within 7 days from the date of Issue of LOA
12	Performance Security (Performance Bank Guarantee-PBG)	Successful bidders shall submit Three (3) Bank Guarantees within 30 days from the date of issue of LOA,

Sl.No.	Parameters	Timeline
		having validity upto Twenty Four (24) months from the date of issue of LOA with an additional claim period of two (02) months.
13	Signing of PPA	Within thirty (30) days from the date of issue of LOA subject to submission of Performance Security
14	Submission of Technical Capacity	Within thirty (30) days from the due date of SCOD
15	Submission of Purchase order and Letter of credit in respect of procuring indigenous solar modules /panels	To be submitted along with "Submission of Technical capacity"
16	Submission of Intimation for Commissioning by the SPG	One month prior to the date of SCOD/COD
17	Scheduled Commercial Operation Date (SCOD)	SCOD is 31.08.2025 as per MNRE OM no.:32/54/2018-SPV Division, dated:20.06.2024. In case, MNRE extends SCOD timeline, same will be applicable.
18	Time extension with penalty	Additional Four (4) months' time period for commissioning after SCOD, subject to conditions as stipulated in Penalty Clause 4.12 of this RFP.
19	Release of CFA	The CFA will be released on Milestone basis as per MNRE guidelines, as stipulated in Clause 1.11.3 of this RFP.
20	Release of PBG	The PBG will be released after twelve (12) months from the date of commissioning of solar power plant after taking into account any penalties.
21	Termination of PPA in case of Delay in COD	As stipulated in Penalty Clause 4.12.4 of this RFP and Article 5.8 of PPA.

3.4 Key Value and Information on Certain Submission:

Sl.No	Parameters		Value
1	Earnest Money Deposit / Bid Security		Rs.1,00,000/- (Rupees One Lakh only) per MW as Bank Guarantee (BG) Plus Rs.500/- in the Bidding portal
2	Performance Bank Guarantee		Rs.1,00,000/- (Rupees One Lakh only) per MW
3	Failing in signing of PPA after issue of LOA		The BG submitted towards EMD will be encashed as Penalty as stipulated under Clause 9.6.2 of this RFP and LOA will be cancelled.
4	Delay/Failing in submission of notice for commissioning by the SPG		Damages as stipulated in Article 4.3 of PPA
5	Penalty for delay beyond SCOD **Without CFA**	Delay in COD upto one month	Encashment of 20% Performance Security
		Delay in COD more than one month and upto two (2) months	Encashment of 40% Performance Security
		Delay in COD more than two months and upto three (3) months	Encashment of 40% Performance Security
		Delay in COD more than three months and upto four (4) months	Rs.50,000/- (Rupees Fifty Thousand) per MW per day
		Beyond Four months	Termination of PPA

SECTION-4

SCOPE OF WORK

4 SCOPE OF WORK

4.1 Overall scope of work of the SPG under this RFP covers:-

- Detailed site survey;
- Arrangement for Private Land applicable for 25 years (Land Purchase Documents OR Land lease agreement);
- Make use of the Revenue (Govt.) land if available, nearer to the Sub-Station, as per the order issued by the Govt. of Karnataka vide G.O. no.:Energy/61/VSC/2024, dated:11.03.2024 and any subsequent orders issued from time to time. In case SPG make use of the available Revenue (Govt.) land, then the Right of Use rates are to be borne by the SPG at the rates fixed by the Govt. of Karnataka.
- Design, supply and installation of solar power plant nearest to the SS, in-line with requirements as per MNRE guidelines;
- The physical location of the Project shall be within the geographical boundary of BESCOM jurisdiction;
- Solar plant capacity allotted by BESCOM shall be connected at 11kV side of SS and the selected SPG will be responsible for laying of dedicated 11kV line(s) from Solar plant to SS, construction of bay(s) and related switchgear panel(s) including necessary civil works at SS, where the plant is to be connected to the grid and metering is done. The SPG shall comply grid connectivity and other regulations as applicable;
- Supply and erection of associated 11kV line(s) connecting the solar power plant up to 11kV bus including switchgear panel(s) & metering cubicle(s) at SS, shall be as per the specifications of BESCOM/KPTCL/MNRE/CEA;
- Testing and commissioning of plant & associated 11kV line(s) and other equipments to be carried out/witnessed by BESCOM/KPTCL authorities;
- Operation & Maintenance of the solar power plant as well as associated 11kV line(s) for 25 years from COD;
- Injection of power at delivery point for 25 years at the agreed levelized tariff (Rs. X.XX per kWh/Unit), extendable on mutual agreement;
- Remote Monitoring for solar power plant for 25 years;

4.1.1 It will be mandatory to use indigenously manufactured solar cells & panels/modules as per the latest approved ALMM list published by MNRE and any amendments issued from time to time. If required, MNRE/BESCOM/KREDL may conduct its independent inspection or verification.

4.1.2 All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells. Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system. MNRE will draw up a list of approved models and manufacturers after carrying the quality checks. When such a list is prepared only that equipment shall be allowed which is within the approved list. To ensure the quality, inspection shall be carried out of the solar modules, inverter/controller, MMS,

etc., by BESCOM/KPTCL/MNRE or any other third-party inspection agency, during the installation of system and final commissioning of the system.

4.1.3 It shall be the responsibility of the SPG, entirely at its cost and expenses, to install such number of solar panels and associated equipment as may be necessary to achieve the required declared CUF and for this purpose, Successful bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area, which have implication on the quantum of generation.

4.1.4 The solar power plant and associated 11kV line(s) is to be set up with adequate arrangements upto the delivery point(s) and O&M for 25 years from COD by the SPG at its own cost and in accordance with this RFP document. All approvals, permits and clearances required for setting up of the Project including those required from State/Central Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.

4.1.5 The project awarded under this RFP shall not include energy storage with solar power plant.

4.1.6 The Bidders may carry out field visits to assess the pre-feasibility of connectivity. Once the bidder submits the techno-commercial bid, it shall be considered that the bidder is well verse with all the local conditions and has prepared its technical and financial bid accordingly. No claim or issue by the bidder(s) in this regard shall be accepted or, entertained by BESCOM, after due date of bid submission.

4.1.7 The scope of work shall also include submission of following by the SPG:

Sl.No.	Particulars	Timeline for submission
1	Detailed planning of time bound for smooth execution of project	Within One (1) month from the date of signing of PPA
2	A layout plan of the site to the inspecting authority clearly indicating the identified location for installation of solar power plant & control room, where control panels will be installed	Within Three (3) months from the date of signing of PPA
3	O&M plan for the plant and 11kV line for Twenty-five (25) years from COD to assure faultless operation	Annual O&M plan shall be submitted every year by the end of every March

4.2 Grid Connectivity Compliance:

4.2.1 The SPG shall obtain power evacuation approval from competitive authorities after signing of PPA. In no case, BESCOM/KPTCL shall be held responsible for the non-performance of the SPG in obtaining the approval from competitive authorities for grid connectivity.

4.2.2 The SPG should follow the latest Technical standards for connectivity to the grid regulations notified by CEA in 2012 and subsequent amendments issued from time to time, for generating stations using inverters. As per the Part-II section B of the regulations, the

Harmonics, Direct Current (DC) injection and flicker should be within the limits as per CEA guidelines.

- Harmonic current injections from a generating station shall not exceed limits specified in Institute of Electrical & Electronic Engineers IEEE-519.
- The solar generating station shall not inject DC current greater than 0.5% of the full rated output at the interconnection point.
- The generating station shall not introduce flicker beyond the limits specified in IEC 61000.
- Measurement of harmonic content, DC injection and flicker shall be conducted by SPG at least once in a year in presence of KPTCL/BESCOM.
- The generating station shall be capable of supplying dynamically varying reactive power support so as to maintain power factor within the limits of 0.95 lagging and 0.95 leading.
- The generating units shall be capable of operating in the frequency range of 47.5Hz to 52Hz and shall be able to deliver rated output in the frequency range of 49.5Hz to 50.5Hz provided, the performance is achieved with voltage variation of up to ±5% of rated voltage (11kV) subject to solar insolation.

4.2.3 SPG shall maintain the reactive power injection and drawl at interconnection point as per the State grid code or Indian grid code guidelines. Penalty shall be applicable as per Indian grid code for violation of the limits.

4.3 Metering:

4.3.1 Metering and grid connectivity of the project shall be the responsibility of the SPG in accordance with the prevailing guidelines of CEA/KERC/KPTCL/BESCOM. BESCOM may facilitate in the process; however, the entire responsibility lies only with the SPG.

4.3.2 The metering arrangement shall be 3ph 4 wire metering system and the cost of required HT metering cubicle at SS and SPG's plant side (11kV side) with meters, CTs, PTs, etc shall be borne by the SPG.

4.3.3 Meters, CTs and PTs shall be tested as per relevant standards at BESCOM MT laboratory before installation at the site and should be sealed during pre-commissioning test by the designated authority of BESCOM/KPTCL. The total cost shall borne by the SPG.

4.3.4 The accuracy class, CT ratio and certifications of the metering system shall confirm with relevant CERC/KERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

4.3.5 The SPG shall install Two (2) DLMS compliant ETV meters (main & check) with Remote Monitoring System (RMS) connectivity at SS end & Standby metering arrangement at SPG's plant 11kV side and timely replacement of meters as required, to directly measure energy supplied by the Solar Power Plant.

4.3.6 If the solar power at SS is evacuated through more than one evacuation line, then the SPG shall provide metering arrangement to each line as stated above. For billing purpose, sum of the readings of all the meters provided at SS end only will be considered.

4.3.7 The SPG shall also be responsible for installation of Remote Monitoring System and connectivity of solar plants to sub-station.

4.4 Remote Monitoring System (RMS):

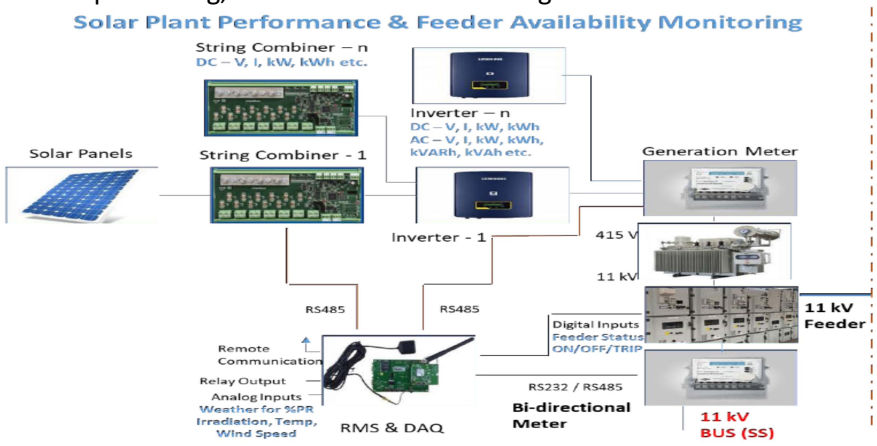
4.4.1 As per the MNRE guidelines for Feeder Level Solarization under Component-C of PM-KUSUM scheme, it is mandatory for DISCOMs to monitor solar power generation and performance of the solar power plant through online system.

4.4.2 In line with MNRE model guidelines for State Level Solar Energy Data Management (SEDM) software development issued in July 2020, State SEDM platform has been developed to integrate & monitor the performance of all systems installed under Component-C (feeder level solarization) of PM-KUSUM scheme.

4.4.3 Also, as per the Specifications of Remote Monitoring System for Component-C of the scheme, issued by MNRE on 15 Jul 2020, the SPG under this RFP shall be required to install required remote monitoring system for solar power plant at their own cost and integrate & communicate with State SEDM platform directly, which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.

4.4.4 As part of National and State SEDM platform, various modules will be provided such as Consumer Management, Scheme Progress Management, Asset Management, Live Asset Monitoring, Performance Analysis, Complaint and Ticket Management, Device Integration/ SCADA Platform, Alarm/Events/Notification, Meter Data Acquisition System (MDAS)/Meter Data Management (MDM), Archiving and Historian, Report Manager, Mobile application for farmer, SIA officer and EPC, Enterprise level user and role management, etc.

4.4.5 The National and State Level SEDM platform developed by MNRE and DISCOMs, is excluded from the scope of the SPG, but SPG needs to operate and do various data entries related to application processing, asset and workflow management.



4.4.6 SPG needs to provide a Remote Monitoring System for:

(a) **Solar Power Plant:** Capture electrical parameters from multiple devices such as ETV Meters, Generation Meter, Inverters, String Combiner boxes or String inverters. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc

and will transmit data to State Level Solar Energy Data Management (SEDM) platform or SLDC. It shall also be possible to control Inverter Active and Reactive power.

(b) **Feeder Level Remote monitoring system with meter and necessary AMR infrastructure.**

(c) **Communication Connectivity for Solar Plant RMS:**

i. **Field Device Connectivity:** RMS will connect to Inverter, String combiner boxes or string inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

ii. **Remote Connectivity:** RMS will connect to State Level SEDM Server using 2G/3G/4G/5G or any other suitable cellular communication. RMS to Server Communication shall be established using MQTT protocol which is well accepted IoT protocol across the globe and supported by all leading IT as well as OT companies for Smart Grid, Smart RE and Smart City Applications.

iii. **Local Connectivity:** Ethernet/Bluetooth/Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data. All the required data shall be mapped with SCADA on real-time basis as per the guidelines of KPTCL/SLDC. The solar power plant data shall be mapped with SLDC (State Load Dispatch Center)/REMC (Renewable Energy Management Center) for grid monitoring.

iv. **Sensor Connectivity:** RMS should have provision for at least four Analog inputs with 0.1% accuracy to address the requirement of local sensors connectivity by SPG for applications such as irradiation, wind speed, temperature to calculate %PR of Solar Plant.

4.4.7 Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details are enclosed as “Communication Architecture between RMS and State Level Server” in **Schedule 2**.

4.4.8 It is the responsibility of SPG to provide SIM card, recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years of operation & maintenance of solar power plant and its associated 11kV line.

4.5 Type and Quality of Materials and Workmanship:

4.5.1 The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line(s) shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/CEA/KERC/ BESCOM/KPTCL shall be used. All the relevant test certifications must be kept valid up to minimum One (1) Year from the COD of the Project.

4.5.2 The SPG shall ensure that the specifications of the components/equipments like 11kV switchgear panel, HT metering cubicle, etc should meet the technical specifications of KPTCL/BESCOM.

4.5.3 Any material/equipment which have not been specifically mentioned in this RFP but which are necessary during construction or O&M period of the plant & associated 11kV line(s) shall be provided by the SPG within the time schedule, for efficient, smooth construction and O&M activities.

4.6 Insurance:

4.6.1 The SPG shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/properties/natural calamities, after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

4.7 Application of Insurance Proceeds:

4.7.1 In case of the Project not being implemented through Financing Agreement(s), the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to adjustment towards MNRE CFA and further applied to reinstatement, replacement or renewal of such loss or damage.

4.7.2 In case of the Project being financed through Financing Agreement(s), the proceeds of any insurance claim made due to loss or damage to the Project, or any part of the Project shall be first applied to adjustment towards MNRE CFA and further applied to reinstatement, replacement or renewal of such loss or damage as per such Financing Agreements. In case the system is installed by the SPG does not work for 25 years, the entire plant will be seized and auctioned by BESCOM to recover the CFA.

4.7.3 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, BESCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of BESCOM against SPG. However, in case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE through BESCOM.

4.7.4 MNRE/BESCOM/KPTCL will not be liable to any loss, damage, liability, payment, obligation or expense or insured objects of the SPG.

4.8 Conditions Precedent:

4.8.1 The Conditions Precedent is required to be satisfied by the SPG, within fifteen (15) days before SCOD/COD, shall be deemed to have been fulfilled when the SPG shall have:

a) delivered to BESCOM from SPG confirmation, in original, of compliance with the equity lock-in condition set out in this RFP; and

b) delivered to BESCOM a legal opinion from the legal counsel of the SPG with respect to the authority of the SPG to enter into PPA and the enforceability of the provisions thereof.

4.8.2 The SPG shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated.

4.8.3 The SPG shall provide at least thirty (30) days advance preliminary written notice and at least fifteen (15) days advance final written notice to BESCOM of the date on which it intends to synchronize the Power Project to the Grid System.

4.9 Technical Capacity & Financial Closure:

4.9.1 The SPG shall submit the undertaking of technical capacity as per **Annexure-IV** while submitting the Bid for fulfilling technical criteria as stipulated in Clause 5.2.1 of this RFP.

4.9.2 The SPG shall submit the following documents within thirty (30) days from the due date of SCOD/COD;

a. Financial Closure and necessary loan documents issued by the funding agency/banks, etc.
b. Documentary evidence that the requisite technical criteria (Technology adopted) have been fulfilled as per Schedule-1.
c. Documentary evidence for the required land for project development as per PPA.
d. Documentary evidence for evacuation approval from competitive authorities.
e. Purchase Order and Letter of Credit in respect of procuring cells, modules & Balance of Systems (BoS) and relevant documents.

4.10 Completion Period:

4.10.1 The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11kV line(s) connecting the solar power plant with concerned SS and RMS of solar power plant as per terms & conditions of this RFP is to be completed within 31.08.2025 or any timeline as extended by MNRE.

4.10.2 In case, if SPG complete the project before SCOD, the same can be evacuated to grid at PPA tariff, if BESCOM approves the same, in such cases, the SPG shall submit all requisite documents with respect to financial closure and technical capacity within one month from the date of COD. The decision of BESCOM will be final, based on the grid requirements.

4.11 Commissioning and Commercial Operation Date:

4.11.1 The SPG shall submit the following documents within thirty (30) days from the due date of SCOD/date of COD alongwith any other documents of this RFP and PPA, for inspection & commissioning of the power plant:

a) Inspection/Test Reports of the work(s) for all equipments/material
b) CEIG approval for the PPA capacity
c) Evacuation approval
d) Work completion report

4.11.2 The SPG is not permitted to commission the Project(s) partially.

4.11.3 A team of BESCOM &/KPTCL officials will inspect the Solar Power Plant and will commission & synchronise the solar power plant with the grid, subject to all the works are completed as per the norms & the pre-commissioning test results are satisfactory.

4.11.4 The Inspection & Commissioning team will issue Commercial Operation Date (COD) certificate.

4.12 Delay in Commissioning and Penalty:

4.12.1 The Scheduled Commercial Operation Date shall be 31.08.2025 as per MNRE OM no.:32/54/2018-SPV Division, dated:20.06.2024.

4.12.2 In case, delay in commissioning of solar plant is due to the reasons beyond the control of the SPG, BESCOM after having been satisfied with documentary evidences produced by the SPG for the purpose can extend the time, if MNRE approves for the same.

4.12.3 For any delay of COD beyond Twelve (12) months, the SPG is not eligible for CFA.

4.12.4 Further, the SPG is allowed to commission the plant beyond SCOD with additional Four (4) months period without CFA and with applicable Penalty as detailed below:

Penalty for delay in COD beyond SCOD	Delay upto One (1) month	Encashment of 20% Performance Security
	Delay of more than One (1) month & upto Two (2) months	Encashment of 40% Performance Security (i.e., 60% of total Performance Security)
	Delay of more than Two (2) months & upto Three (3) months	Encashment of 40% Performance Security (i.e., 100% of total Performance Security)
	Delay of more than Three (3) months & upto Four (4) months	INR 50,000/- (Rupees Fifty Thousand) per MW per day of delay
	Delay of more than Four (4) months	Termination of PPA
Note: In case, MNRE extends the SCOD timeline, the same will be applicable.		

4.12.5 The maximum time period allowed for achievement of COD shall be upto 31.08.2025 (with CFA) and with additional four (4) months' time period (without CFA and with penalty) as stipulated under Clause 4.12.4.

4.13 Clearances required from the State/Central Government and other Local Bodies:

4.13.1 The SPG is required to obtain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

i. Approval for water from the concerned authority (if applicable) required for the solar power plant;

ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and associated 11kV line(s).

4.13.2 The above clearances, as applicable for the solar power plant and/or, associated 11kV line(s), shall be required to be submitted to BESCOM prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG.

4.13.3 Any cost associated with getting the above required clearances for the project shall be borne by the SPG only.

4.14 Capacity Utilisation Factor (CUF):

4.14.1 The SPG shall maintain annual Capacity Utilization Factor of 19% (declared) for solar PV projects under this RFP.

4.14.2 During the first 10 years after COD, the minimum generation shall not be less than -15% of declared CUF of the Power Project, while after 10 years, the minimum generation shall not be less than -20% of declared CUF. To ascertain the CUF maintenance by the SPG, a third party may carry out checks for testing the CUF of the Project(s).

4.14.3 If the generation is found to be below the prescribed limits which is solely attributable to SPG, the SPG shall be liable to compensate the BESCOM for shortfall in minimum generation at the rate agreed in PPA.

4.14.4 BESCOM, at any time during a Contract Year, shall be obliged to purchase +10% of energy, corresponding to annual maximum CUF of 19%, from the SPG and shall be charged at 75% rate equivalent to PPA tariff or any other tariff determined by KERC, whichever is less, provided first right of refusal will vest with BESCOM.

4.14.5 Purchase of any excess energy, beyond +10% energy generated corresponding to an annual maximum CUF of 19%, shall be deemed to have been supplied to BESCOM at free of cost and the SPG shall not be allowed to sell the excess energy under open access or any other buyer.

4.15 Open Access Restriction:

The SPG shall not sell solar power to any other buyer or is not allowed to go for open access at any point of time during the PPA tenure with third party other than BESCOM as plant is supported by the CFA provided by MNRE. In case SPG violates the same, the CFA granted by MNRE shall be returned proportionately as per MNRE procedures and the SPG is also liable to pay BESCOM, for non-supply of agreed contracted energy for the balance PPA period at the rate of prevailing average power purchase cost as penalty.

4.16 Release of CFA:

4.16.1 The SPG is eligible for CFA at the rate of INR 1.05 Cr per MW subject to installation & commissioning of the project in-line with MNRE requirements.

4.16.2 To claim the CFA, SPG shall commission the solar power plant within 31.08.2025 and shall submit Milestone reports of project to BESCOM as per the MNRE guidelines. In case, MNRE extends the SCOD timeline, the same will be applicable.

4.16.3 The eligible CFA on Milestone basis will be released to the SPGs through BESCOM as stipulated in Clause 1.11.3 of this RFP and on receipt of CFA amount from MNRE.

4.17 Forecasting and Scheduling:

The SPG shall comply with KERC/IEGC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all related liabilities. The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the SPG and any financial implication on account thereof shall be borne by the SPG including payment (payable/receivable) of deviation charges to concerned authority.

4.18 Sharing of Clean Development Mechanism (CDM) benefits:

The Project shall be compatible to CDM/Carbon Credit (CC) claims and all such CDM claims shall be reported to BESCOM periodically by the SPG, if such benefit is notified by Govt. The proceeds of carbon credit from approved CDM project shall be shared between the Parties in the following manner:

a. 100% of the gross proceeds of CDM/CC benefit accrued in the first year following the date of COD shall be retained by the SPG;

b. In the second year following the COD, the SPG shall give 10% share in the gross proceeds of the CDM benefit to BESCOM and the share of benefit to BESCOM shall be progressively increased by 10% every year thereafter, till it reaches 50%, where after the proceeds shall be shared in equal proportion between the Parties.

4.19 Notice Board for Display at Site:

The SPG shall provide a notice board (at least 180cmx120cm) at the project site main entrance, prominently displaying the following details before declaration of COD:

Name of the scheme	**Component-C of PM-KUSUM**
Owned & Operated by	**Name of the SPG**
Solar Plant Capacity	**XX MWp**
Location of Solar plant	**Place**
	Taluk, District, State
Name of Sub-Station (Delivery Point)	**Name of Sub-Station**

SECTION-5

ELIGIBILITY & QUALIFICATION

5 ELIGIBILITY & QUALIFICATION:

The Bidders are required to upload the following requisite documents as a part of Techno-Commercial Bids.

5.1 Eligibility Requirement:

Sl.No.	Pre-Qualification Requirements	Documents to be uploaded
5.1.1	Bidder can be a single business entity, Government Owned entity OR, Consortium of up to **Three (3)** members, with one of the member as a **Lead Bidder.**	In case of Consortium, Joint Bidding Agreement as per **Annexure-XVI.**
5.1.2	The Bidder should be in existence as any of the following:	
	a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto;	Certificate of Incorporation issued by the Registrar of Companies as per Companies Act 1956/2013 along with MOA and AOA OR
	b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008 OR
	c) Firm registered/unregistered under Partnership Act, 1932 in India;	a. Partnership Deed in case of partnership firm & GST Registration Certificate b. Certificate issued by Directorate of Industries & Commerce, if applicable c. Shops & Establishment Registration Certificate, if applicable OR
	d) Firm registered under Societies Registration Act, 1860/The Karnataka Societies Registration Act, 1960 in India;	The Certificate issued by the Registrar of Society as per Societies Act, 1860/1960 OR The Registration Certificate issued by Statutory Authority OR
	e) Sole Proprietor incorporated in India	PAN & GST Registration Certificate Shops & Establishment Registration Certificate, if applicable
	In case of Consortium, all the members must fulfill this requirement and submit the documents as per this RFP.	
5.1.3	The Bidder must have the required GST Registration. In case of Consortium, all the members must fulfill this requirement.	Copy of GST registration certificate(s) with legible GSTIN.

5.1.4	The Bidder should engage **Electrical Contractor** having license of minimum **Class-1** grade for Electrical works in Karnataka or any other State.	Undertaking regarding engaging minimum **Class-1** Electrical Contractor as per **Annexure-IX.**
5.1.5	The Bidder should **not be Blacklisted/ Defaulted** against any work/service against any of the previous orders placed by any State/Central Government/Public Sector Undertakings/Private Sector as on the date of submission of bid. In case of Consortium, **all the members** must fulfill this requirement.	Undertaking by authorized signatory with name and seal as per **Annexure-X.** In case of Consortium, all the members must submit the undertaking as per **Annexure-X.**
5.1.6	The Bidder should not be acted in concert or in **collusion** with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. In case of Consortium, **all the members** must fulfill this requirement.	Undertaking for Anti-Collusion by authorized signatory with name and seal as per **Annexure-XI.** In case of Consortium, all the members must submit the undertaking as per **Annexure-XI.**
5.1.7	The bidder should submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder.	Sole Bidder to upload POA as per **Annexure-XIV.** In case of Consortium, POA for lead member as per **Annexure-XV** alongwith supporting BoD resolution passed in favour of the Lead Member.
5.1.8	Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.	a) Registration certificate issued by the competent authority for Clause 5.4 b) Self-declaration certificate in the prescribed format as per the **Annexure-XXI (A), (B), (C),** as applicable

5.2 Qualification Requirement:

Sl.No.	Technical Criteria (Technical Capacity)	Documents to be uploaded
5.2.1	The Bidder shall propose commercially established technology only and at least one project not less than 1MW capacity based on this technology is successfully operational for at least one year.	Undertaking for Technical Capacity (Technology) as per the Format provided in **Annexure-IV.**

Sl.No.	Commercial Criteria (Financial Capacity)	Documents to be uploaded
5.2.2	The Bidder should have **positive** Minimum net worth of **INR 1.05 Cr per MW** as on **31st March 2024.** In case of Consortium, all the partners shall collectively meet this financial criterion. **Ex: If the net worth of a Bidder is INR 10.5 Cr as on 31st March 2024, then the bidder is eligible to quote for Projects covering upto maximum of 10MW capacity only.**	1. Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant as per the format provided in **Annexure-V & Annexure-V(A)** duly mentioning UDIN. 2. Firm's Annual Audited Balance sheet and Profit & Loss statement for FY 2023-24. Newly established firms in existence for one year, shall upload the latest audited financial statements.

5.3 General Terms of Bidding for Eligibility Criteria:

5.3.1 The Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity (ies) or any other Group Entity (ies) either bidding as Single Bidder or as a Consortium is eligible to submit only one Bid for each Project.

5.3.2 The Bidder as an individual or body of single business entity **("Single Business Entity")** or a group of entities (the **"Consortium"**), may implement the Project(s). However, any Bidder applying individually or as a member of a Consortium, as the case may be, cannot be a member of another Consortium for any Project. The term Bidder used herein would apply to a Single Business Entity, a Consortium, Corporations, Partnerships, Limited Liability Partnership (LLPs), Sole Proprietor, Firm registered under Societies Registration Act.

5.3.3 A Consortium shall be eligible for consideration, subject to the conditions set out in this RFP. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the PPA for the Project shall have the meaning assigned thereto in the PPA and its subsequent amendments/corrigendum issued from time to time.

5.3.4 A Bidder either bidding as Single Business Entity or as a Consortium is eligible for award of Project(s) has no cap on the aggregate Bidding capacity under this RFP for all the Projects, however the maximum limit for each Bidder will be based on technical criteria and financial capability as mentioned under Clause 5.2 of this RFP.

5.3.5 Any entity which has been barred by the Central/any State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

5.3.6 A Bidder/Consortium Member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder/ Consortium Member.

5.3.7 **Change in composition of the Consortium:** A Bidder shall not be allowed to change its composition for any of the Project(s), i.e. Single Business Entity bidding for a Project(s) cannot bid as a Consortium for any other Project(s) and a group of entities bidding as a Consortium for a Project(s) cannot change its composition for any other Project(s). Further, where the Bidder is bidding as Consortium, the Lead Member of the Consortium shall remain same for all the Project(s).

5.3.8 **Shareholding Commitments:**

a. In case, the Selected Bidder is a Consortium, Members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until first anniversary of the COD of the Project. Lead Member shall have 26% shareholding of the SPV until first anniversary of the COD of the Project. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the PPA, and a breach hereof shall, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA and dealt with as such thereunder.

b. Transfer fees shall be applicable as per the State RE Policy, in case of title transfer and shareholder should fulfil the net worth requirement.

c. In case the Selected Bidder is a Single Business Entity and exercises its option to incorporate a SPV, then it shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV, until first anniversary of the COD of the Project. This condition is applicable only in case the Single Business Entity incorporates an SPV to execute the PPA and implement the Project.

5.3.9 The Bidder shall also submit a certificate citing the calculation of net worth as provided in **Annexure-V & V(A)** along with the audited annual accounts for the financial year 2023-24.

In case of a Consortium, for the computation of Financial Capacity, the net worth of all the members of the Consortium would be aggregated. In computing the net worth of the Single Business Entity/Consortium Members, the net worth of their respective Group Business Entities would also be eligible hereunder.

5.3.10 For the purpose of ascertaining qualification, Technical Capacity/Financial Capacity of group business entity ("**Group Business Entities**") can also be submitted by the Bidder in addition to its own Financial Capacity. The Financial Capacity would be summation of the Financial Capacity of the Bidder and the Group Business Entities. For the purpose of this RFP, a Group Business Entity shall mean;

(a) A Company incorporated under the Companies Act 1956/2013.

(b) A Business Entity, which directly or indirectly holds not less than 26% of voting securities of the Bidder; or

(c) A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.

The details of Group Business Entities must also be provided as per **Annexure-VI** of this RFP.

5.3.11 Where the Bidder is a Single Business Entity, it may at its option, form an appropriate Special Purpose Vehicle under the Companies Act, 1956/2013 (the "**SPV**") to execute the PPA and implement the Project. In case, the Bidder is a Consortium, it shall, prior to execution of the PPA, incorporate as per the terms of the RFP, an appropriate "SPV" in India only to execute the PPA and implement the Project. The Consortium in addition to forming a "SPV" in India only, shall also comply with the following requirements:

a. The number of members in a Consortium would be limited to Three (3);
b. The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 5.3.8;
c. The Bid should contain the information required for each member of the Consortium;
d. Members of the Consortium shall nominate one (1) member as the lead member (the "**Lead Member**") who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until first anniversary of the COD. The other members of the Consortium shall be termed as "**Other Members**". The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure - XV**, signed by all the members of the Consortium;
e. All the members of the Consortium shall collectively hold at least 51% of subscribed and paid-up equity share capital of the SPV at all times until first anniversary of the COD of the Project.
f. The Bid should include a brief description of the status of the Consortium members (Lead Member & Other Member), particularly with reference to equity shareholding commitment;
g. An Individual Bidder at the same time, cannot be a member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be an Individual Bidder or a member of any other Bidder Consortium applying for qualification;
h. The Parties to the Consortium should establish SPV in India only and execute the PPA in respect of the Project(s) awarded to such Consortium.
i. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**Jt. Bidding Agreement**"), as per the format provided in **Annexure – XVI,** for the purpose of submitting the Bid and should submit the same along with the Bid. The Jt. Bidding Agreement should be specific to the Project and should fulfill the requirements set out below, failing which, the Bid shall be considered as non-responsive. The Jt. Bidding Agreement shall interalia:

    (i) Convey the intent to form a SPV with shareholding/ownership equity commitment(s) in accordance with Clause 5.3.8, which would enter into the PPA and subsequently carry out all the responsibilities as SPG in terms of the PPA, in case the Project is awarded to the Consortium.
    (ii) Clearly outline the proposed roles and responsibilities of each member at each stage.
    (iii) Commit the minimum equity stake to be held by each member; and
    (iv) Include a statement to the effect that all members of the Consortium shall under the PPA, be liable jointly and severally for all obligations of the SPG in relation to the Project until the Condition Precedent of the Project is achieved in accordance with the PPA.

j. The parties of the Consortium should conform to the Technical and Financial requirements as specified in "Clause 5 : Eligibility & Qualification".

5.3.12 Bids will be rejected, if supporting documents are not attached for each eligible criterion as per Clause 5.1 and 5.2, without any further correspondence.

5.3.13 If any information including but not limited to certificates or documentary evidence or letter or any document submitted by the Bidder in support of qualifying the eligibility criteria is found to be incorrect/untrue/wrong/dishonest, at any point in time post submission of Techno-Commercial Bid, BESCOM, at its own discretion, shall cancel all the capacities of such Bidder and the PBG (if any) shall be forfeited, further BESCOM can blacklist the Bidder.

5.3.14 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under PPA.

5.3.15 Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.

5.3.16 The Bidding documents including this RFP and all attached documents are and shall remain the property of BESCOM and are transmitted to the Bidders solely for the purpose of preparation & submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation & submission of their Bid. BESCOM will not return any Bid or any information provided along therewith.

5.3.17 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if;

a. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 25% of its paid up and subscribed capital; or
b. a constituent of such Bidder is also a constituent of another Bidder; or
c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
d. such Bidder, or any Group Business Entity thereof, has a relationship with another Bidder or any Group Business Entity thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each; or
e. such Bidder or any Group Business Entity thereof has participated as a consultant to BESCOM in preparation of any documents, design or technical specifications of the Project.

5.3.18 The following conditions shall be adhered to while submitting a Bid:

a. Bidders should upload clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

b. Information provided by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Group Business Entity named in the Bid and not, unless specifically requested, to other associated companies;
c. Bidders should demonstrate their Eligibility Criteria in accordance with Clause 5 of this RFP.

5.4 Other Terms of Bidding for Eligibility Criteria:

5.4.1 Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the GO No.: FD 455 Exp12 2020 BENGALURU Dated: 25.8.2020.

5.4.1.1 "Bidder" (including the term 'tenderer', consultant' or' service provider' in certain contexts) means any person or firm or company, every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

5.4.1.2 "Bidder from a country which shares a land border with India" for the purpose of this order means:-

i. An entity incorporated, established or registered in such a country; or
ii. A subsidiary of an entity incorporated, established or registered in such a country; or
iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
iv. An entity whose beneficial owner is situated in such a country; or
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is citizen of such a country ; or
vii. A consortium where any member of the consortium falls under any of the above

5.4.1.3 The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons (s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.
Explanation:-
- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has ownership of or entitlement to more that fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural persons exercising ultimate effective control over the trust through a chain of control or ownership.

5.4.1.4 An agent is a person employed to do any act for another, or to represent another in dealing with third person.

5.4.1.5 A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format: "I have read the clause regarding restrictions and procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)."

Self-declaration shall be uploaded in the prescribed format for sharing/Not sharing the border.

5.4.1.6 Self-declaration shall be uploaded in the prescribed format "In Cases where Sub Contracting is provided".

5.4.2 Introduction of New Clause as per the order dated: 17.08.2020 Central Electricity Authority, Ministry of Power, Government of India.

5.4.2.1 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procures (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in Percent.

5.4.2.2 'Class-I local supplier' means a supplier or service provider whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

5.4.2.3 'Class-II local supplier' means a supplier or service provider whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

5.4.2.4 'Non-local supplier' means a supplier or service provider whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

5.4.2.5 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

5.4.2.6 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

5.4.2.7 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

5.4.2.8 'Procuring entity' means a Ministry or Department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

5.4.2.9 'Works' means all works as per Rule 130 of GFR-2017 and will also include 'turnkey works'.

5.4.2.10 "Self declarations/ auditor's accountant's certificates submitted by the manufacturer / supplier may be verified randomly by the committee constituted as per MoP Order 28.07.2020. In case of false documents/ misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."

5.4.2.11 The Bidder shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier' as the case may be. The Bidder shall also give details of the location (s) at which the local addition is made.

SECTION-6

BID DOCUMENTS

6 BID DOCUMENTS

6.1 Contents of the Bid documents:

6.1.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda/Corrigendum/Amendment/Clarification issued in accordance with Clause 6.3.

a. Request For Proposal (Volume-I):

Section-1	: Invitation to bidders
Section-2	: Key Definitions
Section-3	: Instructions to bidders
Section-4	: Scope of Work
Section-5	: Eligibility & Qualification
Section-6	: Bid Documents
Section-7	: Preparation and Submission of Bids
Section-8	: Bid Opening & Evaluation
Section-9	: Execution of the Project
Section-10	: Other Terms and Conditions
Section-11	: Bid Submission Formats

Bid Submission Formats:

Annexure-I	: Bid Security Declaration
Annexure-II	: Letter of Bid
Annexure-III	: Details of Bidder
Annexure-IV	: Undertaking for Technical Capacity (Technology)
Annexure-V	: Financial Capacity of the Bidder
Annexure-V A	: Format for Certificate from Chartered Accountant for Financial Capacity of the Bidder
Annexure-VI	: Format for Certificate from Chartered Accountant for Group Business Entity
Annexure-VII	: Declaration of Shareholding Pattern of the Bidder
Annexure-VIII	: Statement of Legal Capacity
Annexure-IX	: Certificate for engaging Class-1 Electrical Contractor
Annexure-X	: Anti-Blacklisting & Anti-Default Certificate
Annexure-XI	: Anti-Collusion Certificate
Annexure-XII	: No Deviation Certificate
Annexure-XIII	: Declaration for adopting indigenous modules
Annexure-XIV	: Power of Attorney for signing of Bid
Annexure-XV	: Power of Attorney for Lead Member of Consortium
Annexure-XVI	: Joint Bidding Agreement
Annexure-XVII	: Format for Quoting Capacity (MW) for Projects
Annexure-XVIII	: Checklist-Information to be furnished by the Bidder in MS Excel Format
Annexure-XIX	: Format for Bank Guarantee for Bid Security/EMD (for each Project)
Annexure-XX	: List of Projects
Annexure-XXI(A)	: Self Declaration by the Bidders for Not Sharing Border
Annexure-XXI(B)	: Self Declaration by the Bidders for Sharing Border
Annexure-XXI(C)	: Self Declaration by the Bidders in case Sub Contracting
Schedule-1	: Technical Qualification of Solar PV Plants
Schedule-2	: Communication Architecture between RMS and State Level Server

b. Power Purchase Agreement (Volume II)

6.1.2 The PPA provided shall be deemed to be part of this RFP.

6.2 Clarifications:

6.2.1 Bidders requiring any clarification on this RFP may inform BESCOM in writing to the address or email provided in Clause 3.1.27. The last day for submission of queries is notified under Clause 3.3 and shall be submitted as described under Clause 3.1.27. BESCOM shall endeavour to respond to the queries prior to the Bid Due Date. The responses will be published in the Bidding portal without identifying the source of queries.

6.2.2 BESCOM shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, BESCOM reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 6.2.2 shall be taken or read as compelling or requiring BESCOM to respond to any question or to provide any clarification.

6.2.3 BESCOM may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through Bidding portal. All clarifications and interpretations issued by BESCOM shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by BESCOM or its employees or representatives shall not in any way or manner be binding on BESCOM.

6.3 Addenda/Corrigendum/Amendment/Clarification of RFP:

6.3.1 At any time prior to the Bid Due Date, BESCOM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigendum/Amendment/Clarification.

6.3.2 Any such Addenda/Corrigendum/Amendment/Clarification thus issued will be published in Bidding portal and shall be a part of the RFP document. The published details on the said sources will be binding on the participating Bidders.

6.3.3 In order to afford the Bidders a reasonable time for taking an Addenda/Corrigendum/ Amendment/Clarification into account, or for any other reason, BESCOM may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline will be published in Bidding website.

SECTION-7

PREPARATION & SUBMISSION OF BIDS

7 PREPARATION AND SUBMISSION OF BIDS

7.1 Purchase of RFP:

7.1.1 –Void–.

7.1.2 –Void–.

7.1.3 –Void–.

7.2 Format and Signing of Bid:

7.2.1 All the documents of the Bid sought under this RFP shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in **blue** ink, in token of acceptance of all the terms & conditions of the RFP Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RFP document and shall be attached to the bid.

7.2.2 All the alterations, omissions, additions or any other amendments such as interlineations, erasures, or overwriting shall be valid, only if they are **signed or initialled by the authorized person signing the bid**.

7.2.3 Each and every sheet of bid documents shall be signed by authorised signatory & Checklist alongwith information shall be uploaded as per **Annexure-XVIII** in Excel format provided in the Bidding portal.

7.3 Submission of Bid:

7.3.1 Single stage, Two-part system bidding modality is followed under this RFP.

7.3.2 Bidders are required to carefully go through all the instructions of the RFP document, before uploading for submission of Bids and shall furnish complete information, necessary documents & schedules.

7.3.3 The Bidder shall upload all the required documents along with the Bid and in the prescribed formats & manner sought under this RFP in electronic mode. BESCOM will evaluate only those Bids that are received in the required formats and complete in all respects. Submission of bids in different manner may lead to the rejections of the Bid submitted by the Bidder. Incomplete and /or conditional Bids shall be liable for rejection.

7.3.4 The Price Bid of the Bidder shall be submitted only through Bidding portal in the slot provided for Financial/Price Bid only. If the price is disclosed anywhere in the techno-commercial bids, the bid will be liable for rejection. No change whatsoever to the financial and techno-commercial conditions will be made, after accepting the Bid.

7.3.5 Bidders shall submit their bids through online at Bidding Portal alongwith necessary documents as per Clause 7.3.6. The bid duly signed by Authorized Signatory, shall be uploaded in respective file/format.

7.3.6 The Bidder shall upload the following documents in the Bidding portal:

a. Scanned copy of the BG towards Bid security/EMD of Rs.1,00,000/- per MW issued in favour of "The General Manager(DSM), BESCOM", by any National Scheduled Bank, in the prescribed format **Annexure-XIX**;
b. Scanned copy of the Bid Security Declaration on the letter head of the Bidder in the prescribed format **Annexure-I;**
c. Scanned copy of the Letter of Bid in the prescribed format provided in **Annexure-II along with Annexures and supporting documents**.
d. Scanned copy of Details of the bidder in the format provided in **Annexure-III;**
e. Scanned copy of Declaration for the proposed Technology in the format provided in **Annexure-IV;**
f. Scanned copy of Financial capacity of the Bidder in the format provided in **Annexure-V;**
g. Scanned copy of Financial capacity of the Bidder certified by Chartered Accountant in the format provided in **Annexure-VA;**
h. If applicable, Scanned copy of the certificate from the Chartered Accountant Independent Auditor for Group Business Entity as per the format provided in **Annexure-VI;**
i. Scanned copy of Declaration of Shareholding pattern of the bidder in the format provided in **Annexure-VII;**
j. Scanned copy of Statement of Legal Capacity in the format provided in **Annexure-VIII;**
k. Scanned copy of the Declaration Certificate of engaging Class-I Electrical Contractor in the prescribed format provided in **Annexure-IX;**
l. Scanned copy of the Anti-Blacklisting Affidavit in the format provided in **Annexure-X**;
m. Scanned copy of the Anti-Collusion Certificate in the format provided in **Annexure-XI**;
n. Scanned copy of No Deviation Certificate in the format provided in **Annexure-XII;**
o. Scanned copy of the Declaration for adopting indigenous solar cells & modules in the format provided in **Annexure-XIII;**
p. Scanned copy of the Power of Attorney for signing of Bid in the prescribed format **Annexure-XIV**;
q. Scanned copy of Power of Attorney for Lead Member in case of Consortium, in the prescribed format **Annexure-XV**;
r. Scanned copy of the Jt. Bidding Agreement, in case of a Consortium in the format provided in **Annexure-XVI**;
s. List of Projects along with capacity participated in the bidding without disclosing the Price in the prescribed format **Annexure-XVII**;
t. Check list along with information as per Annexure**-XVIII;**
u. Scanned copies of the documents as per eligibility and qualification requirements under Clause-5.2;
v. Scanned copy of Border sharing, in the prescribed format **Annexure-XXI(A), (B), (C)**;
w. Copies of Bidder's or each Consortium Member's, duly audited annual reports and financial statements (balance sheets and profit & loss account) for the financial year 2023-24.
x. Scanned copy of GST, PAN, TIN
y. Copy of Memorandum of Association(MoA)/Articles of Association(AoA) of the Bidder highlighting the relevant provision which highlights the objects relating to generation and sale of Power/Energy/Renewable Energy/Solar Power plant development;
    - In case, there is no mention of the above provisions in the MoA/AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as successful Bidder.

- If the selected Bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/Energy/Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

z. Signed copy of RFP and PPA including any modifications issued thereon.

aa. Any other documents.

7.3.7 **"Submission of hard copy in Original at BESCOM office":**

Bank Guarantee towards Bid Security as set out in Clause 7.6 shall be submitted to the BESCOM office as per timelines specified in Clause 3.3 of RFP, in an envelope sealed & marked as "*Submission of documents for Selection of SPGs under Component C-feeder level solarisation of PM-KUSUM scheme through RESCO mode***"**.

The envelopes shall be addressed to:

ATTN. OF:	The General Manager(DSM)
ADDRESS:	Block-II, Ground Floor, Corporate Office, BESCOM, K.R.Circle, Bengaluru-560001

7.3.8 If the envelopes are not sealed and marked as instructed above, BESCOM assumes no responsibility for the misplacement or premature opening of the contents of the document submitted and consequent losses, if any, suffered by the Bidder.

7.4 Bid Due Date:

7.4.1 Bids through electronic mode in Bidding portal should be submitted on or before Bid Due Date & time in the manner and form as detailed in Clause 3.3 of this RFP.

7.4.2 The BG towards the Bid Security/EMD should be submitted in Original to BESCOM Office, after the closing of online Bid submission due date and before Opening of the Techno-Commercial Bid, as per the schedule of Bidding Process provided in this RFP at the address provided in Clause 7.3.7 in the manner & form as detailed in this RFP and an acknowledgement/proof of delivery shall be obtained.

7.5 Late Bids:

The original documents of bids described under Clause 7.3.7 "**Submission of hard copy in Original at BESCOM office**", received after the specified time, shall not be eligible for consideration and shall be summarily rejected.

7.6 Submission of Bid Security:

7.6.1 Bidders are required to submit Single Bank Guarantee towards EMD ("Bid Security") of INR 1,00,000/- (Rupees One Lakh only) per MW (AC) **per Project** for the proposed total capacity.

Illustration: *For avoidance of doubt, in case a Bidder is eligible to quote for 20 MW (AC) capacity in total (based on Techno-Commercial criteria) and if the Bidder is interested to submit the Bids for two Projects of 8MW and 12MW, then the bidder*

can submit two separate Bid Securities for Rs.8 lakhs and Rs.12 lakhs respectively or can submit single Bid Security for Rs.20 lakhs.

7.6.2 The Bid Security shall be submitted in the form of Bank Guarantee as per the Format provided as **Annexure-XIX** issued from any National scheduled bank, in India from the date on or after issue of RFP and valid for 225 (Two hundred and twenty five only) days and shall be submitted as described under Clause 7.3.7 of this RFP.

7.6.3 The bids will not be opened for the bidders who have not submitted the BG towards Bid Security in original on or before bid due date & time as specified in Clause 7.4 of this RFP.

7.6.4 No relaxation of any kind on Bid Security shall be given to any Bidder.

7.6.5 The Bid Security will be returned, without any interest, as stipulated in Clause 9.5 of this RFP.

7.7 Language of Bids:

The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder from Gazetted officer. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

7.8 Cost of Bidding:

The Bidders shall be responsible for all the costs associated with the preparation and submission of their Bids and BESCOM will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

7.9 Verification of information:

7.9.1 It shall be deemed that by submitting a Bid, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;
b. received all relevant information requested from BESCOM;
c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents;
d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from BESCOM, or a ground for termination of the PPA; and
f. agreed to be bound by the undertakings provided by it under and in terms hereof.

7.9.2 BESCOM shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning

or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by BESCOM.

7.10 Validity of Bids:

7.10.1 The Bids shall be valid for a period of 180 (One Hundred and Eighty) days from the Bid Due Date (the "**Bid Validity Period**").

7.10.2 The Bid Validity Period may be extended by mutual consent of the respective Bidders and BESCOM.

7.11 Submission of Techno-Commercial Bid (Part I):

7.11.1 The Bidder shall upload their Techno-Commercial Bid in the Bidding portal, in the prescribed formats as described under Clause 7.3 (except Price Bid).

7.11.2 It is pertinent to note that only commercially established and operational technologies shall be proposed by the Bidders, to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of Bids in the prescribed **Annexure-IV** of this RFP. However, the successful Bidder shall confirm the selection of technology in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of submission of response to RFP can be changed at the time of Financial Closure.

7.11.3 Detailed technical parameters for Solar PV Projects to be met by the Bidders are provided in Schedule-1 of this RFP and the Bidders shall strictly comply with these technical parameters.

7.12 Submission of Financial Bid (Part II):

7.12.1 The Financial Bid quoted as Tariff shall be inclusive of all applicable taxes, GST, duties, etc and shall be submitted only through Bidding portal. This shall be uploaded at the slot provided for Financial Bid only. If the price is disclosed anywhere else in the Techno-Commercial bids, the bid will be rejected.

7.12.2 Price shall remain binding on the bidder throughout the contract period. Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

7.12.3 The Bidders shall quote their lowest levelized tariff in INR per kWh (unit) against the ceiling tariff of INR 3.17 per kWh (unit), for selling the power generated by the XX.XX MW solar power plant to BESCOM for 25 years (unless extended by both the parties on mutual agreement) from the date of COD. If the quoted tariff is above the ceiling tariff of Rs.3.17, such bids will be rejected.

7.12.4 The tariff has to be quoted up to two decimal places only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 3.1165 per kWh, then it shall be considered as INR 3.11 per kWh).

7.12.5 The Bidder shall, as part of its Financial Bid, submit Tariff separately for each Project.

7.12.6 Please note that if price offer is submitted in techno-commercial bid, such bids will be rejected in techno-commercial bid evaluation stage only and will not be considered for further process to conclude the bid.

7.12.7 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

7.13 Withdrawal of Bids:

7.13.1 The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date.

7.13.2 Bids shall NOT be withdrawn after Bid Due Date or Due Date, as the case may be and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid Security, pursuant to Clause 9.6.

7.13.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date or Due Date, as the case may be, unless the same has been expressly sought for by BESCOM, shall be disregarded.

7.14 Rejection of Bids:

7.14.1 Any Bid not accompanied by the Bid Security shall be rejected as non-responsive.

7.14.2 BESCOM reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for BESCOM to accept any Bid or to give any reasons for their decision.

7.14.3 BESCOM reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

SECTION-8

BID OPENING & EVALUATION

8 BID OPENING & EVALUATION

8.1 Bid Opening:

8.1.1 Techno-commercial bids of the bidders who have submitted the Original hard copy of the BG towards EMD within specified time described under Clause 7.3.7, will be opened.

8.1.2 The Bidders or their authorised representatives can be present at the time of opening of bids.

8.1.3 BESCOM will examine the Bids to determine whether they are complete, satisfies the eligibility criteria, required documents have been properly signed and submitted as set out in this RFP.

8.1.4 BESCOM will evaluate the Bids in the manner set out in Clause 8.2 and in accordance with the provisions set out in Section 5 and Clause 7.3 of this RFP.

8.1.5 Any information contained in the Bid shall not in any way be construed as binding on BESCOM, but shall be binding against the Bidder if the Work is subsequently awarded to the bidder, under the Bidding Process on the basis of such information.

8.2 Examination of Bids:

8.2.1 To assist in the examination, evaluation, comparison and qualification of the bids, BESCOM may, at its discretion, ask any bidder for a clarification regarding its bid. The request for clarification by BESCOM and the response of the bidder shall be in writing.

8.2.2 Any clarification submitted by a bidder with regard to its bid that is not in response to a request by BESCOM shall not be considered.

8.2.3 No change in the price or substance of the bid shall be sought, offered, or permitted, in the evaluation of the financial bids.

8.2.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

8.3 Confidentiality:

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor of BESCOM in relation to, or matters arising out of, or concerning the Bidding Process. BESCOM will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. BESCOM may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or BESCOM.

8.4 Correspondence with the Bidder:

BESCOM shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

8.5 Contacts during Bid Evaluation:

Bids shall be deemed to be under consideration from the time immediately after they are opened until such time BESCOM makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or their employees/representatives on matters related to the Bids under consideration.

8.6 Bid Evaluation:

8.6.1 The evaluation of the Bid submissions shall be carried out in the following Three stages:

a. The First stage would involve opening and evaluation of the bids based on the provisions of Clause 5.1 ("**Eligibility Criteria**") of this RFP. Those Bids found to be substantially responsive shall be evaluated in the second stage. BESCOM reserves the right to seek any document submitted in the Bidding portal in the form of hard copies (except original BG of EMD) for the purpose of clarification.

b. In the Second stage, the information of the Bidders relating to their eligible experience comprising Techno-Commercial criteria shall be evaluated as per Clause 5.2 of this RFP. Bidders who meet the Techno-Commercial Eligibility Criteria will qualify for evaluation of their Financial Bid.

c. In the Third stage, the Financial Bid in accordance with the provision of Clause 7.12 will be opened and evaluated to identify the L1 Bidder(s). Negotiation will be conducted as indicated in Clause 8.8.

8.6.2 In case the Bidder is not meeting the eligibility criteria including "Technical Capacity" and "Financial Capacity" for the quoted cumulative capacity, all such capacity/Bids submitted by the Bidder will be rejected.

8.6.3 To facilitate evaluation of Bids, BESCOM may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Bid.

8.6.4 BESCOM reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bid Documents.

8.6.5 Bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which, the bids shall be finalized/decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then BESCOM shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

8.6.6 BESCOM reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BESCOM in respect of such Bid.

8.7 Techno-Commercial Bid Evaluation:

8.7.1 Techno-Commercial evaluation will be carried out for the bidders who are responsive as per provisions specified in Clause 8.6.1 (a & b).

8.7.2 The net-worth of the Bidder as on **31st March 2024** will be evaluated, considering INR 1.05 Cr (Rupees One Crore Five Lakhs) per MW and should not be less than the net-worth required for the cumulative quoted capacity.

8.8 Financial Bid Evaluation:

8.8.1 Price Bids of Techno-Commercially responsive Bidders will be opened in Bidding portal. Separate intimation regarding date of opening of Price Bid will not be issued.

8.8.2 The Price bids will be evaluated considering the bid price quoted is in accordance with this RFP.

8.8.3 The price quoted shall be inclusive of applicable taxes, GST, duties, etc and will be evaluated considering the bidder has quoted the tariff inclusive of all applicable taxes, GST, duties, etc.

8.8.4 In case the Bidder quotes more than its eligible financial capacity, all the Bids submitted by the Bidder, shall be summarily rejected.

8.8.5 If the quoted tariff is more than two digits after decimal, the tariff for evaluation will be considered with two decimals only as stipulated in Clause 7.12.4.

8.8.6 The evaluation of the Price Bids for the Bidders shall be made for each Project. The Financial offers will be arranged in the ascending order for all Projects individually (L-1, L-2, L-3,…. L-n). The L-1 bidder will be selected as successful bidder for the respective Project for the quoted/negotiated tariff as stipulated in Clause 8.9 of this RFP.

8.9 Negotiation:

8.9.1 For any project, if more than one bidder quotes same L-1 tariff, Negotiation will be conducted for such L1 bidders in the Bidding portal, to select the successful bidder. Further, BESCOM may also negotiate with L1 bidder to obtain best lowest tariff.

8.9.2 –Void–

8.9.3 The successful bidders will be selected as stipulated in subsequent Clause 8.10.

8.10 Selection of Bidders:

8.10.1 LOA will be issued to the successful Bidders for the lowest quoted/negotiated tariff and the tariff will be submitted to KERC for adoption of the same. The bidder shall pay necessary charges to BESCOM/KERC, if any.

8.10.2 –Void–

8.10.3 BESCOM reserves the rights to conduct negotiation with L1 bidders in the bidding portal.

8.10.4 BESCOM reserves the right for allocation of the Project capacity to all the Successful Bidders corresponding to their quoted/negotiated Tariff; such decision shall be made based on the overall least cost implication to BESCOM for the total tendered capacity.

8.10.5 In the event that the remaining Bidders want to withdraw from the process, BESCOM may, in its discretion annul the Bidding Process for the respective Project(s).

8.11 Right to accept and to reject any or all Bids:

8.11.1 Notwithstanding anything contained in this RFP, BESCOM reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

8.11.2 BESCOM reserves the right to reject any Bid if:

a. at any time, a material misrepresentation is made or uncovered, or
b. the Bidder does not provide the supplemental information sought by BESCOM for evaluation of the Bid within the specified time.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and one of the Selected Bidder gets disqualified/rejected, then BESCOM reserves the right to take any such measure as may be deemed fit in the sole discretion of BESCOM, including annulment of the Bidding Process.

8.11.3 In case it is found at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Right thereby granted by BESCOM, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the SPG either by issue of the LOA or entering into the PPA, and if the Bidder has already been issued the LOA or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated by a communication, in writing by BESCOM to the Bidder, without BESCOM being liable in any manner whatsoever to the Bidder or SPG, as the case may be. In such an event, BESCOM shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as genuine compensation and damages payable to BESCOM for, inter alia, time, cost and effort of BESCOM, without prejudice to any other right or remedy that may be available to BESCOM and the Bidder may be blacklisted.

8.11.4 BESCOM reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP. Failure of BESCOM to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of BESCOM thereunder.

8.12 Reservation of Rights:

To take care of unexpected circumstances, BESCOM shall reserve the rights for the following:

a) Extend the closing date for submission of the bids.

b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified in the Bidding portal.

c) Abandon the Tender procedure for the entire Projects, whether before or after the receipt of Bids.

d) Seek the advice of external consultants to assist BESCOM in the evaluation or review of Bids.

e) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its Bid. Reproduce for the purposes of the procedure the whole or any portion of the Bids any copyright or other intellectual property right that may subsist in the Bid.

SECTION-9

EXECUTION OF THE PROJECT

9 EXECUTION OF THE PROJECT

9.1 Letter of Award:

9.1.1 Letter of Award (the "LOA") will be issued to the Successful bidders for each Project as per Clause 8.9 & 8.10 of this RFP and the Successful Bidders shall acknowledge receipt of LOA within Seven (7) calendar days from the date of issue of LOA. In the event of non-acknowledgement of the LOA by the Successful Bidders within the stipulated date, BESCOM may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as genuine loss and damage suffered by BESCOM on account of failure of the Successful Bidder to acknowledge the LOA.

9.1.2 The Successful Bidder shall execute the PPA within Thirty (30) days from the date of issue of LOA duly submitting Performance Security to BESCOM as per the Clause 9.2 of this RFP.

9.1.3 If applicable, the Successful Bidder shall furnish details about the "SPV" incorporated for the purpose of signing the PPA, within the stipulated period of this RFP and LOA. The Successful Bidder shall not be entitled to seek any deviation in the PPA.

9.2 Performance Security (Performance Bank Guarantee-PBG):

9.2.1 Successful bidders shall submit Project-wise Three (3) Performance Bank Guarantees within Thirty (30) days from the date of issue of LOA & before signing of PPA, having validity upto Twenty Four (24) months from the date of issue of LOA with a claim period of Two (02) months. The details of the PBG to be furnished are given below;

a. PBG-1 : 20% of the total Performance Security
b. PBG-2 : 40% of the total Performance Security
c. PBG-3 : 40% of the total Performance Security

The PBG shall be in favour of "The General Manager(DSM), BESCOM", issued from any National scheduled bank located in India, as per the format provided in PPA.

The appropriation of Performance Security will be as stipulated in Article 4.4 (b) of PPA.

9.2.2 Successful bidders shall submit the PBG for the Projects awarded within the stipulated time period. If the PBG for any one of the Project is not received within the stipulated time period, in such case, EMD will be forfeited for that particular Project as per Clause 9.5 of this RFP.

9.2.3 The Successful Bidder shall not be entitled to seek any deviation in the PBG.

9.3 Signing of Power Purchase Agreement (PPA):

9.3.1 The Successful bidder shall execute the PPA with the General Manager(PP), BESCOM, on a non-judicial stamp of Karnataka State, of appropriate value, after unconditional acceptance of LOA by the SPG, within 30 days from date of issue of LOA.

9.3.2 The PPA shall be valid for a period of 25 years from COD as per the provisions of PPA.

9.3.3 The expenditure towards execution of PPA such as stamp duty etc. shall be borne by the SPG.

9.4 Cancellation of LOA:

Failure of the Successful Bidder to comply with the requirements of Clause 9.2 & 9.3 shall constitute sufficient grounds for the annulment of the LOA, as the case may be, and forfeiture of the Bid Security/Performance Security. In such an event, BESCOM reserves the right to take any such measure as may be deemed fit in the sole discretions of BESCOM.

9.5 Return of Bid Security (EMD):

The Bid Security will be returned on completion of the Bidding Process, without any interest, as follows:

a. To the Unsuccessful bidders after completion of evaluation of price bid
b. To the Successful bidders only after submission of PBGs and signing of PPA

9.6 Forfeiture of Bid Security (EMD):

9.6.1 BESCOM shall be entitled to forfeit and appropriate the Bid Security as genuine compensation / damages to BESCOM in any of the events specified in Clause 9.6.2 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that BESCOM will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.

9.6.2 The Bid Security shall be forfeited and appropriated by BESCOM as genuine compensation and damages payable to BESCOM for, inter alia, time, cost and effort of BESCOM without prejudice to any other right or remedy that may be available to BESCOM hereunder or otherwise, under the following conditions:

i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section-10 of this RFP;
ii) If a Bidder withdraws its Bid after opening of the Financial Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
iii) In the case of Successful Bidder, if they fails within the specified time limit;
    a) fails to fulfil conditions of the LOA
    b) to furnish the Performance Security
    c) to sign the PPA

9.7 Release of Performance Security - Performance Bank Guarantee (PBG):

The Performance Security will be released without any interest only after twelve (12) months from the date of commissioning of solar power plant after taking into account any penalties due to delay in commissioning as per the RFP conditions and PPA.

The release of the Performance Security shall be without prejudice to other rights of BESCOM as specified in the PPA.

9.8 Forfeiture of Performance Bank Guarantee (PBG):

9.8.1 The PBG amount in full or part will be forfeited as specified under this RFP & PPA when:

a) the terms & conditions of contract and PPA is breached/infringed by the SPG;
b) failure to meet the Conditions Precedent by the SPG;
c) delay in commissioning of the solar power plant;
d) contract is being terminated due to non-performance by the SPG.

9.8.2 Notice of reasonable time will be given in case of forfeiture of Performance Bank Guarantee. The decision of BESCOM, as applicable, in this regard shall be final.

9.8.3 BESCOM will not pay any interest on Performance Bank Guarantee.

9.9 Termination of PPA:

PPA will be terminated as per the provisions made under this RFP and PPA.

9.10 Payment Security Mechanism:

BESCOM will provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable Letter of Credit with a term of Twelve (12) months, opened and maintained which may be drawn upon by the SPG as per the provisions of PPA.

9.11 Force Majeure:

Force Majeure is applicable as per the provisions made under PPA.

SECTION-10

OTHER TERMS & CONDITIONS

10 OTHER TERMS AND CONDITIONS

10.1 Fraud and Corrupt Practices

10.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the PPA. Notwithstanding anything to the contrary contained herein, or in the LOA or the PPA, BESCOM shall reject a Bid or withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, BESCOM shall forfeit and appropriate the Bid Security as genuine compensation and damages payable to BESCOM towards, inter alia, time, cost and effort of BESCOM, without prejudice to any other right or remedy that may be available to BESCOM hereunder or otherwise.

10.1.2 Without prejudice to the right of BESCOM under Clause 10.1.1 hereinabove and the right and remedies which BESCOM may have under the LOA, if a Bidder is found by BESCOM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the PPA, such Bidder or SPG shall not be eligible to participate in any tender/RFP issued by BESCOM for a period of Three (3) years from the date such Bidder or SPG, as the case may be, is found by BESCOM to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

10.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BESCOM who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the PPA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BESCOM, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the Project or the LOA or PPA, who at any time has been or is a legal, financial or technical adviser of BESCOM in relation to any matter concerning the Project;
b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
c. "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by BESCOM with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict

of Interest; and

e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10.2 Jurisdiction of Contract:

10.2.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru only shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

10.3 Others:

10.3.1 BESCOM, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
b. consult with any Bidder in order to receive clarification or further information;
c. retain any information and/ or evidence submitted to BESCOM by, on behalf of, and/ or in relation to any Bidder; and/ or
d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

10.3.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases BESCOM, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any right and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

SECTION-11

BID SUBMISSION FORMATS

11 BID SUBMISSION FORMATS

The Bid submission Formats are enclosed as Annexures.

Annexure-I

Bid Security Declaration

(On the Letterhead of the Bidder)

Bid No.: **Date:**

To,

The General Manager(DSM),
BESCOM, Corporate Office,
K.R.Circle, Bengaluru-560001

Sir,

Sub: Bid Security Declaration for "Selection of SPGs for Feeder Level Solarization under Component-C of PM-KUSUM scheme through RESCO mode"

Ref: RFP no.: BESCOM/2024-25/SE0205, dated: 18.10.2024

*****

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

I/We offer a Bid Security (EMD) of INR _____ (Indian Rupees _____) (calculated at INR 1,00,000 /- (Rupees One Lakh only) per MW of the total proposed capacity of the Project(s) in the form of Bank Guarantee(s) to BESCOM and Rs.500/- (Rupees Five Hundred only) in the bidding portal, in accordance with the RFP Document.

The details of the Bid Security is as below:

Sl.No.	Project Number	Capacity in MW	BG amount in Rs	BG details
1				
2				
-				
n				

I/We accept that we are required to pay the bid security amount specified in the Terms and Conditions of Bid (forfeiting of bid security BG by BESCOM), in the following cases, namely:-

a) when we withdraw or modify our bid after opening of bids;
b) when we do not submit the performance security in the form of BG within specified period after LOA is placed;
c) when we do not execute the PPA, if any, after placement of Letter of Award (LOA) within the specified period; and
d) if we breach any provision of code of integrity prescribed for bidding specified in the RFP,

In addition to above, BESCOM shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by BESCOM.

I/We understand, this Bid Security Declaration shall expire if:-

i. we are not the successful Bidder;
ii. submission of performance security and execution of PPA by us in case we are successful bidder;
iii. the cancellation of the bidding process; or

iv. withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted,

Sign : ----------
Name: ----------

Duly authorized to sign the bid for and on behalf of:
Dated on day of
Corporate Seal ----------

[Note: In case of a Consortium, the Bid Security Declaration must be signed by the Lead member, in the name of all partners of the Consortium that is submitting the bid].

Annexure-II

Letter of Bid

(On the Letterhead of the Bidder)

Bid No.: **Date:**

To,

The General Manager(DSM)

Bangalore Electricity Supply Company Limited

Corporate Office, K.R.Circle, Bengaluru-560001

Sir,

Sub: Bid submission for "Selection of SPGs for Feeder Level Solarization under Component-C of PM-KUSUM scheme through RESCO mode"

Ref: RFP no.:BESCOM/2024-25/SE0205, dated:18.10.2024

*****

With reference to your RFP document cited under reference, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/We intend to participate in the bidding process as single entity/group business entity.
2. Following are our Group Business Entity (ies) participating in the Bidding Process:

Sl.No.	Name of the Group Business Entity	Capacity for which the Group Business Entity (ies) is Bidding
1.		
2.		
3.		

3. I/We propose to develop the following projects:

Sl.No.	Proposed Technology of Solar plant	Project no.	Name of the SS	Solar Capacity in MW (AC)
1				
2				
-				
n				
			Total Capacity	

4. All information provided in the Bid and in the Annexures is true and correct.
5. This statement is made for the express purpose of qualifying as a Bidder for the design, finance, construction and operation & maintenance of the aforesaid Project.
6. I/We shall make available to BESCOM any additional information it may find necessary or require to supplement or authenticate the Bid.
7. I/We acknowledge the right of BESCOM to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
8. I/We certify that in the last three years, I/We/any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

9. I/We declare that:
    a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum/Corrigendum/Amendments issued by BESCOM.
    b. I/We do not have any Conflict of Interest in accordance with Clause 5.3.17 of the RFP document;
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 10.1 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with BESCOM or any other public sector enterprise or any government, Central or State;
    d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 10.1 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
    e. I/We hereby declare that in case any of our Group Business Entity (ies) not mentioned herein above participates in the Bidding Process, our Bid and the Bid of our Group Business Entity (ies) will be rejected and the Bid Security shall be forfeited.
    f. The undertakings given by me/us along with the Bid in response to the RFP for the Project were true and correct as on date of submitting the Bid and are also true and correct as on the Bid Due Date and I/We shall continue to abide them.
    g. I/We confirm that there is no ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Group Business Entities is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

10. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 7.14 & 8.11 of the RFP document.
11. I/We believe that we/our Consortium satisfy(ies) the Financial Capacity and meet(s) the requirements as specified in the RFP document and is/are qualified to submit a Bid in accordance with the RFP document.
12. I/We declare that I/We/any Member of the Consortium, is/are not a Member of a/any other Consortium submitting a Bid for the Project.
13. I/We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
14. I/We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me/us or by any of our Group Business Entity(s)'.
15. The Statement of Legal Capacity as per format provided at Annexure-VIII of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid [and the power of attorney for Lead Member of Consortium (strike out if not applicable)] as per format provided at Annexure-XIV &/ XV respectively of the RFP document, is also enclosed.
16. I/We further certify that I/We are not barred/defaulted by the Central/State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.
17. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against our Group Business Entities or against our CEO or any of our Directors/

Managers/Employees.

18. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by the provisions of disqualification in terms of the guidelines referred to above, I/We shall intimate BESCOM of the same immediately.
19. In an event, the SPV is incorporated by a Consortium;

    We acknowledge that all the members of the Consortium shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the first anniversary of the Commercial Operation Date of the Project. Lead Member shall hold 26% shareholding of the SPV until first anniversary of the Commercial Operation Date.

    OR

    In an event the SPV is incorporated by a Single Business Entity;

    I acknowledge that the Successful Bidder shall hold at least 51% (fifty one percent) of subscribed and paid up equity share capital of the SPV to implement the Project, until the first anniversary of the Commercial Operation Date.

    (Strike out if not applicable)

20. I/We understand that in case Bidder/any of the members of the Consortium is a company, the continued eligibility shall be subject to approval of BESCOM from national security and public interest perspective. The decision of BESCOM in this behalf shall be final and conclusive and binding on the Bidder.
21. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BESCOM in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms & implementation thereof.
22. In the event of my/our, being declared as the Successful Bidder, I/We agree to enter into a PPA in accordance with the draft that has been provided to me/us, prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid PPA and agree to abide by the same. However, if KERC modifies the PPA, I/We agree to such modifications.
23. I/We have studied all the Bidding Documents carefully. I/We understand that except to the extent as expressly set forth in the PPA, I/We shall have no claim, right or title arising out of any documents or information provided to me/us by BESCOM or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Rights.
24. The Tariff after discount in the initial quoted Tariff has been quoted by me/us, after taking into consideration of all the terms and conditions stated in the RFP, PPA, our own estimates of costs & revenues and all the conditions that may affect the Bid.
25. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
26. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
27. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Annexure-III

Details of Bidder

(On the Letterhead of the Bidder)

Bid No.: **Date:**

1. Details of the Bidder

a	Name	:	
b	Company Incorporation details	:	
c	Address of the corporate headquarters and its branch office(s)	:	
d	Date of incorporation and/or commencement of business	:	

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:

3. Details of individual(s) who will serve as the point of contact/communication for BESCOM:
   - (a) Name :
   - (b) Designation :
   - (c) Company :
   - (d) Address :
   - (e) Telephone Number :
   - (f) E-Mail Address :
   - (g) Fax Number :

4. Particulars of the Authorised Signatory of the Bidder:
   - (a) Name :
   - (b) Designation :
   - (c) Address :
   - (d) Phone Number :
   - (e) E-Mail Address :

5. In case of a Consortium:
   - (a) The information above (1 to 4) should be provided for all the Members of the Consortium.
   - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 5.1 should be attached to the Bid as per the Annexure-XVI.
   - (c) Information regarding role of each Member should be provided as per the table below and the same shall be in accordance with the requirements set out in Clause 5 of this RFP:

Sl. No.	Name of Member	Status* (mention lead or other member)	Percentage of equity in the SPV
1.			
2.			
3.			
* The status of each Member, as may be determined by the Bidder, should be indicated.			

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) along with all the Group Business Entities disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/on-going litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary).

7. I/We confirm that there is NO on-going litigation or litigation pending or to the best of such Party's knowledge, threatened to which it or any of its Group Business Entities is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

   I/We wish to furnish the list/statement of the cases faced/facing by me/us in the past/recent projects as below;

Sl. No.	Details of material non-performance/contractual non-compliance in past projects	Status of the dispute (resolved /pending)	Details of contractual non-compliance litigation/arbitration in the recent past	Status of the dispute (resolved/pending)

8. Copy of GST no., PAN, TIN and income tax return certificate are attached here.

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the Authorised signatory)

Name and seal of Bidder/Lead Member

Annexure-IV

Undertaking for Technical Capacity (Technology)

(*On the Letterhead of the Bidder/Lead Member*)

(Refer to Clause 5.2.1 of the RFP)

Bid No.: **Date:**

To,

The General Manager (DSM)
Corporate Office, BESCOM
K.R.Circle, Bangalore-560001

Sir,

Sub: Bid submission for "Selection of SPGs for Feeder Level Solarization under Component-C of PM-KUSUM scheme through RESCO mode"

Ref: RFP no.:BESCOM/2024-25/SE0205, dated:18.10.2024

*****

1. I/We hereby undertake to certify that the following details as per Clause 5.2.1 for each Project that the technology proposed to be used is commercially established technology and at least one project of minimum capacity 1MW, based on this technology is successfully operational for at least one year and the details of the project with location and the successful operational period of the project utilizing this technology, is provided below:-

Member Code:			
Sl.No.	**Particulars**		**Details of the Project**
1	Name of the project		
2	Name of the Company executed the project		
3	Entity for which the project was developed		
4	Work Awards/POs/LoI/Commission & Synchronization Certificate		
5	Date of Commissioning/Commercial Operation of the project		
6	Project Location (Place, Taluk, District & State)		
7	Project Capacity		____ MW (AC)
8	Technology adopted for the Project (Crystalline Silicon Solar Cell Modules/ Concentrator PV Modules/Thin Film Modules)		
9	Capacity Utilization Factor (%)	Declared	
		Actual	
10	Annual Generation		____ kWh
Note: Member Code shall indicate NA for Not Applicable in case of Single Business Entity. For member of consortium the following abbreviation are suggested viz., LM for Lead Member and OM for Other Member.			

2. Following documentary evidence of clear possession of the required private land for the project shall be provided: -

   - Ownership or lease hold rights (at least for the PPA duration after COD) in the name of the SPG and possession of 100% of the land area required for the project.
   - Certificate by the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land area required for the project in the name of the SPG.
   - Sworn affidavit from the authorized person of the SPG listing the details of the land area and certifying total land area required for the project under clear possession of the SPG.
   - A certified English translation from an approved translator in case above documents are in other than English/Kannada Languages.
   - Certificate by the concerned and competent authority for evidence of Non Agriculture (NA) conversion.
   - Name of the district, taluka/Constituency, village, total area, location and survey numbers of the land premises and google coordinates/GPS;

3. Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Security.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Annexure-V

Financial Capacity of the Bidder

(*On the Letterhead of the Bidder/Lead Member*)

(Refer to Clause 5.2.2 of the RFP)

I/We submit the following Net Worth details:

Bidder type		Member Code	Net Worth (INR Crores)	Name & address of Bankers
Single Business Entity Bidder				
Consortium	Lead Member			
	Other Member			
	Other Member			
	Total			
Note: Please refer the instructions given below while submission of the above details				
(Signature of the Authorised signatory with seal and date)				

Instructions:

1. A Bidder consisting of a Single Business Entity should fill in details as per the row titled *'Single Business Entity Bidder'* and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single Business Entity Bidder may be ignored.
2. The Bidder should provide the Financial Capacity based on its own or the Group Business Entity's financial statements. For the purpose of Financial Capacity the Bidder may, in addition to its own net worth, provide net worth of any other Group Business entity. The Financial Capacity would be summation of the net worth of the Bidder and the net worth of the Group Business Entity. In case, the Bidder claims the net worth of Group Business Entity, it shall submit a certificate from the Chartered Accountant for claiming financial capability of Group Business Entity in the format set out as Annexure-V A.
3. Member Code shall indicate NA (Not Applicable) in case of a Single Business Entity. For other Members, the following abbreviations are suggested viz.
   - LM means Lead Member
   - OM means Other Member
4. The Bidder/its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 2023-24. The financial statements shall:
   (a) reflect the financial situation of the Bidder and its Group Business Entity where the Bidder is relying on its Group Business Entity's financials;
   (b) be audited by a Chartered Accountant;
   (c) be complete, including all notes to the financial statements;
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted); and
5. For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred

expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

6. The Bidder shall provide a certificate from the Chartered Accountant specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.
7. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 5.1 of the RFP document.

ANNEXURE – V A

Format for Certificate from Chartered Accountant for Financial Capacity of the Bidder

(*On the Letterhead of the Chartered Accountant)*

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity/Consortium Member/Group Business Entity], and certify that the net worth is INR _____ Crores (Indian Rupees _____ Crores) as on the last date of the Financial Year.

Sl. No.	Particulars	FY 2023-24 (in INR Crores)
1	Aggregate value of the paid-up share capital • Fully, compulsorily and mandatorily convertible Preference shares • Fully, compulsorily and mandatorily convertible Debentures	
2	Add: All reserves created out of the profits and securities premium account	
3	Subtract: Accumulated losses	
4	Subtract: Deferred expenditure	
5	Subtract: Miscellaneous expenditure not written off	
6	Net worth* as on the last date ending Financial Year (1+2-3-4-5)	
Note: * The above Net worth does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.		

We have submitted the unconsolidated audited financial statements along with the supporting notes as annexure for FY 2023-24.

This certificate highlighting the breakup of the net worth including the reference of the various notes in the annual accounts is being issued to be produced before BESCOM, for the "Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme" vide RFP no. _____.

Date:

Signature

Name and Seal of the Chartered Accountant & Membership number

ANNEXURE – VI

Format for Certificate from Chartered Accountant for Group Business Entity

(On the Letterhead of the Chartered Accountant)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ - (Name of the Bidder) and M/s _____ and certify that M/s _____ _____ is a Group Business Entity as defined in the RFP document issued by BESCOM for Solar Projects in the State of Karnataka.

The details of the shareholding not more than seven (7) days from the date of submission of Techno-Commercial Bid are as follows.

Sl. No.	Name of the Share holder	Address	Percentage of Share holding
1			
2			
3			

Note: It can be noted that the Bidder shall not be allowed to change the shareholding structure until the completion of first year anniversary of the Commercial Operation Date of the Project.

This certificate is being issued to be produced before BESCOM.

Signature

Name and Seal of the Chartered Accountant & Membership number

Annexure-VII

Declaration of Shareholding Pattern of the Bidder

(*On the Letterhead of the Bidder/Lead Member*)

I/We hereby declare information of all the entities holding 15% or more shareholding by the Bidder, directly/indirectly. The information includes any compulsorily convertible Preference Shares and/or Debentures, a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly indicates the domestic shareholding and foreign shareholding of the Bidder (Differentiate between Domestic Shareholding and Foreign Shareholding):

Sl. No.	Name of the Shareholder	Domestic Shareholder	Foreign Shareholder	Percentage of Shareholding
1.				
2.				
...				

Note:

1. Information on shareholding not more than seven (7) days from the date of submission of Techno-commercial Bid.
2. If no entity is holding more than 15%, then the format shall be mentioned, stating "Not Applicable (NA)".

Yours faithfully,

(Signature of the Authorised signatory)

ANNEXURE – VIII

Statement of Legal Capacity

(*On the Letterhead of the Bidder/Lead Member*)

Bid No.: Date:

To,

The General Manager(DSM)

BESCOM, Corporate Office,

K.R.Circle, Bengaluru-560001

Sir,

Sub: Bid submission for "Selection of SPGs for Feeder Level Solarization under Component-C of PM-KUSUM scheme through RESCO mode"

Ref: RFP no.:BESCOM/2024-25/SE0205, dated:18.10.2024

*****

I/We hereby confirm that we/our members in the Consortium (constitution of which has been described in the Bid), satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our Consortium*.

I/We have agreed that …… (insert individual's name) will act as our representative/will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

(Note: *Please strike out whichever is not applicable)

Yours faithfully,

1 Signature

(Name and designation of Bidder/Lead Bidder)
Company Seal

2 Signature

(Name and designation of other Bidder in case of Consortium)
Company Seal

3 Signature

(Name and designation of other Bidder in case of Consortium)
Company Seal

ANNEXURE – IX

Certificate for engaging Class-1 Electrical Contractor

(*On the Letterhead of the Bidder/Lead Member*)

I/We, M/s. …… (Single Business Entity/Lead Member/Other Member(s)), (the names and addresses of the registered office) hereby certify and confirm that I/We will engage an Electrical Contractor having valid license of minimum Class-1 grade for Electrical works in Karnataka or any other State, to execute the Electrical works of the Project.

Dated this ..... Day of ..... Month of 2024

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name & Seal of the Authorized Person)

ANNEXURE – X

Anti-Blacklisting & Anti-Default Certificate

(On a Stamp Paper of appropriate value)

(Note: To be executed separately by all members in case of a Consortium)

I/We, M/s. …… (Single Business Entity/Lead Member/Other Member(s)), (the names and addresses of the registered office) hereby certify and confirm that I/we or any of our promoter(s) / director(s) are not blacklisted & not defaulted by Bangalore Electricity Supply Company Ltd. (BESCOM) / any other entity of Government of Karnataka or by any State Government or Central Government / department/agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Bid Due Date).

I/We further confirm that I/we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the PPA period.

Dated this ..... Day of ..... Month of 2024

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name & Seal of the Authorized Person)

ANNEXURE – XI

Anti-Collusion Certificate

(On a Stamp Paper of appropriate value)

(Note: To be executed separately by all members in case of a Consortium)

I/We hereby certify and confirm that in the preparation and submission of our Bid for the "Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme", we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/We further confirm that I/we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this ..... Day of ..... Month of 2024

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name & Seal of the Authorized Person)

ANNEXURE – XII

NO DEVIATION CERTIFICATE

(*On the Letterhead of the Bidder/Lead Member*)

I/We, M/s. …… (Single Business Entity and/or Group Business Entity and/or Lead Member and/or Other Members – as applicable), (the names and addresses of the registered office) hereby certify and confirm that we have read the clauses and provisions of the RFP and PPA, any amendments/addendums/corrigendum/clarifications issued thereafter and the stipulation of all clauses and provisions are acceptable to us, and we have not taken any deviation whatsoever to any of the clauses and provisions:

I/We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this ..... Day of ..... Month of 2024

.....
(Name of the Bidder/Lead Bidder)

.....
(Signature of the Authorized Person)

.....
(Name & Seal of the Authorized Person)

ANNEXURE – XIII

Declaration for adopting indigenous solar cells & modules

(*On the Letterhead of the Bidder/Lead Member*)

I/We understand that, as per Clause 4.1.1 of the RFP document, hereby declare that I/We will be using indigenously manufactured solar cells & panels/modules as per latest "Approved List of Models and Manufacturers (ALMM)", published by MNRE from time to time.

I/We agreed that, in case, any material used for the project(s) are found not confirming to MNRE guidelines/orders and if MNRE does not release the CFA, I/We abide for the same.

I/We further confirm that I/We are aware that our Bid/Award for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the PPA period.

Dated this ..... Day of ..... Month of 2024

.....
(Name of the Bidder/Lead Bidder)

.....
(Signature of the Authorized Person)

.....
(Name & Seal of the Authorized Person)

ANNEXURE – XIV

Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme" as per RFP no.:BESCOM/2024-25/SE0205, dated: 18.10.2024, proposed by the Bangalore Electricity Supply Company Limited (the "BESCOM") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information/ responses to BESCOM, representing us in all matters before BESCOM, signing and execution of all contracts including the PPA and undertakings consequent to acceptance of our Bid, and generally dealing with BESCOM in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till entering into the PPA with the BESCOM.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.
IN WITNESS WHEREOF WE, _____,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2024.

For_____
(Signature)
(Name, Title and Address)

Witnesses:
1
2

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a Board resolution, power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ANNEXURE – XV

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the Bangalore Electricity Supply Company Ltd. ("BESCOM") has invited Bids from qualified parties for the "Selection of Solar Power Generators (SPGs) on the basis of Build, Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in BESCOM jurisdiction covering 10,180 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme" ("the Project") as per RFP No.:BESCOM/2024-25/SE0205, dated: 18.10.2024.

Whereas, _____, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request For Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with BESCOM, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/or upon award thereof till the PPA is entered into with BESCOM.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2024.

For _____ (Name & Title)
For _____ (Name & Title)
For _____ (Name & Title)

Witnesses:
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ANNEXURE – XVI

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

(Refer Clause 5.1)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… } having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
   AND

2. {…… } having its registered office at …… (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)
   AND

3. {……} having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}[♣]

The above-mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

A. Bangalore Electricity Supply Company Limited, established under the Companies Act, 1956, and having its principal office at K.R. Circle, Bengaluru-560001 (hereinafter referred to as "BESCOM" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request For Proposal no.:BESCOM/2024-25/SE0205, dated:18.10.2024 (the "RFP") for selection of bidders for "Selection of SPGs for Feeder Level Solarization under Component-C of PM-KUSUM scheme through RESCO mode" .
B. The Parties are interested in jointly bidding for the Project(s) as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.
   The Project(s) proposed by us are:

SI.No.	Sub-Station	Project No. (as mentioned in Annexure-XX of RFP)	Project Capacity (MW)
1.			
2.			
-			
-			
n			
Total			

[♣] The number of Parties will be shown here, as applicable, however subject to a maximum of three (3).

ii) The proposed Solar Plant Technology is : _____

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Group Business Entity.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared as the Successful Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "SPV") under the Indian Companies Act 1956 for entering into a PPA with BESCOM and for performing all its obligations as the SPG in terms of the PPA for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Financial Closure is met under the PPA when all the obligations of the SPV shall become effective;
b) {Party of the Second Part shall be _____ and}
c) {Party of the Third Part shall be _____ }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document.

6. Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

The Parties undertake that the members in the consortium shall hold equity as follows:

First Party:

Second Party:

Third Party:

7. The Members of the Consortium shall collectively hold at least 51% of subscribed and paid up equity share capital of the SPV at all times until first anniversary of the commercial operation date of the Project. Lead Member shall have 26% shareholding of the SPV until first anniversary of the commercial operation date of the Project.

8. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
    i. require any consent or approval not already obtained;
    ii. violate any Applicable Law presently in effect and having applicability to it;
    iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
    iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
d. There is no ongoing litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Group Business Entities is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the PPA, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by BESCOM to the Bidder, as the case may be.

10. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of BESCOM.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIRST PART

LEAD MEMBER by:

(Signature)

(Name)
(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. 2.

Note:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure-XVII

Format for Quoting Capacity (MW) for Projects

(*On the Letterhead of the Bidder/Lead Member*)

Bid No.: Date:

To,

The General Manager (DSM),
BESCOM, Corporate Office, K.R.Circle,
Benagluru-560 001

Sir,

Sub: Selection of SPGs for Feeder Level Solarization under Component-C of PM-KUSUM scheme through RESCO mode

Ref: RFP no.: BESCOM/2024-25/SE0205, dated: 18.10.2024

*****

I/We hereby submit the details of the Project(s) participated under the RFP, as per the Financial criteria set forth in the RFP:

Sl.No.	Sub-Station	Project No. (as mentioned in Annexure-XX of RFP)	Project Capacity (MW)
1			
2			
-			
-			
n			
Total			

I/We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. I/We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of

……..

(Name of the Bidder/Lead Bidder)

_____

(Signature of Authorized Signatory)
(Name and designation of the Authorised Person with seal)

ANNEXURE – XVIII

Information to be Furnished by the Bidder in MS Excel Format

Information and details to be furnished from the bidder is set out in MS Excel Format titled ANNEXURE-XVIII and the same may be downloaded from the website. The details to be provided include the following:

1. Checklist
2. Detail of Bidders including its Group Business Entity(ies) whose Financial Capacity is claimed by the Bidder

ANNEXURE – XIX

Bank Guarantee for Bid Security/EMD

(To be executed on Stamp paper of appropriate value)

BG. No. **Date:**

In consideration of Bangalore Electricity Supply Company Limited (BESCOM) (hereinafter called the "Company" which expression shall include its successors and assigns), having agreed interlaid to consider the tender of ---------- (hereinafter called the "Bidder" which expression shall include its successor assigns), for to be awarded under RFP No.:BESCOM/2024-25/SE0205, dated:18.10.2024 for the Project/(s) no(s).:…….. (…….. Sub-station/(s)) upon the Bidder furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the security deposit.

We ---------- (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Bidder and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Company forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Bidder, all sums payable by the Bidder as and by way of security deposit to the Company, up to an aggregate limit of Rs… /- (Rupees).

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Company on the Bank until the Company discharges this Guarantee/Undertaking subject, however, that the Company shall have no claims under this Guarantee/Undertaking after the midnight of or any written extension(s) thereof.
   PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tendered on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand extended based on the request letter of the Company for all claims and demands made by the Company for further twelve months.
2. The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Company against the Bidder and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Security Deposit or the securities available to the Company or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.
3. It shall not be necessary for the Company to proceed against the Bidder before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank

and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the Company and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by the Company in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Company for the purpose of these presents is conclusive of the amount payable by the Bank to the Company hereunder.
5. The liability of the Bank to the Company under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Bidder and the Company, the Bidder and the Bank and/or the Bank and the Company or otherwise howsoever touching these Presents or the liability of the Bidder to the Company, and notwithstanding the existence of any instructions or purported instructions by the Bidder or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Company in terms thereof.
6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any change in the legal constitution of the Bank or the Company.
7. Notwithstanding anything contained herein:
   (i) The Bank's liability under this guarantee/undertaking shall not exceed Rs._____/- (Rupees_____) .
   (ii) This guarantee/undertaking shall remain in force up to <<date>>.
   (iii) The Bank shall be released and discharged from all liability under this guarantee/ undertaking unless a written claim or demand is issued to the Bank on or before <<date>> or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
   (iv) The Bank doth hereby declare that the Manager who is authorized to sign this Guarantee /Undertaking on behalf of the Bank and to bind the Bank thereby.

This day of 2024

Yours faithfully

Signature:
Name & Designation:
Name of the Branch:

ANNEXURE-XX

List of Sub-stations for implementation of Feeder Level Solarization under Component-C of PM-KUSUM scheme in BESCOM

Sl. No.	Substation name	Project Name	Proposed Solar capacity in MW (AC)	Sub-station capacity	Latitude & Longitude	District	Taluk	Agri-feeder name	Bank	No. of IP sets	Proposed Feeder Solar capacity in MW (AC)	Energy generation (MU)	Project-wise (Sub-station) details			
													No. of Agri Feeders	No. of IP Sets	Solar capacity in MW (AC)	No. of spare/ additional bays
1	**BAGGANADODDI_66**	**Project-1**	**1.3**	1X8	NA	Bangalore	Anekal	F04-KADUJAKKANA HALLI	BANK-1	468	1.3	2.10	1	468	**1.3**	2
2	**KUTAGALLU_66**	**Project-15**	**2.2**	1X8	N 12° 46' 33.10" , E 77° 14' 21.68"	Ramanagara	Ramanagara	F01-KUTAGALLU	BANK-1	125	0.2	0.25	3	1105	**2.2**	1
								F03-SHANUBHOGANAHALLI	BANK-1	685	1.2	2.03				
								F04-YEREHALLI	BANK-1	295	0.9	1.44				
3	**CHIKKA_GANGANVADI_66**	**Project-18**	**2.3**	1X8	N 12° 48' 23.94" , E 77° 11' 26.82"	Ramanagara	Ramanagara	F01-TALAVADI	BANK-1	247	0.5	0.89	3	651	**2.3**	2
								F03-VIRUPASANDRA	BANK-1	378	1.6	2.67				
								F04-B.S.DODDI	BANK-1	26	0.1	0.19				
4	**JALAMANGALA_66**	**Project-19**	**2.0**	1X8	N 12° 48' 18.40" , E 77° 13' 48.23"	Ramanagara	Ramanagara	F03-JALAMANGALA	BANK-1	202	0.4	0.66	2	723	**2.0**	1
								F04-AKKUR	BANK-1	521	1.6	2.64				
5	**YEDUMADU_66**	**Project-24**	**2.8**	1X6.3 + 1X8	N 12° 40' 19.65" , E 77° 27' 27.08"	Ramanagara	Kanakapura	F04-GABBADI-F	BANK-1	568	1.2	1.94	3	1156	**2.8**	1
								F06-KADUJAKKASANDRA	BANK-2	402	0.7	1.18				
								F07-ARALALUSANDRA	BANK-2	186	0.9	1.51				
6	**GODURU_66**	**Project-26**	**1.2**	1X8	12°40'7.18"N , 77°32'11.79"E	Ramanagara	Kanakapura	F02-THATTEKERE	BANK-1	133	0.7	1.10	2	246	**1.2**	1
								F03-ATTIKUPPE	BANK-1	113	0.6	0.95				
7	**HANUMANTHNAGAR_66**	**Project-27**	**2.2**	2X12.5	N 12° 57' 11.9" , E 77° 33' 25.8"	Ramanagara	Kanakapura	F04-THUNGANI	BANK-1	45	0.2	0.27	3	660	**2.2**	1
								F05-HANUMANTHA-NAGARA-F	BANK-1	294	1.0	1.70				
								F10-KIRANGERE-F	BANK-2	321	1.0	1.62				
8	**BIJJAHALLY_66**	**Project-32**	**2.1**	1X8	12°26'55.03"N , 77°32'20.28"E	Ramanagara	Kanakapura	F02-BOMMASANDRA IP	BANK-1	468	1.0	1.66	3	838	**2.1**	1
								F03-GULAGANAHALLY IP	BANK-1	197	0.4	0.66				
								F04-KADUSHIVANAHALLY	BANK-1	173	0.7	1.22				
9	**ACHALU_66**	**Project-35**	**2.3**	2X8	12°28'40.90"N 77°21'20.51"E	Ramanagara	Kanakapura	F01-THOTAHALLI	BANK-1	262	1.1	1.87	2	476	**2.3**	2
								F02-GERAHALLI	BANK-1	214	1.2	2.00				
10	**MAGADI_220_66/11 (THOOBINAKERE)**	**Project-40**	**2.4**	1X100, 1X12.5	N 12° 46' 34.8" , E 77° 38' 40.4"	Ramanagara	Magadi	F03-SATHANOORU	BANK-1	397	1.8	2.96	2	614	**2.4**	2
								F04-MATHIKERE	BANK-1	217	0.6	0.96				

Sl. No.	Substation name	Project Name	Proposed Solar capacity in MW	Sub-station capacity	Latitude & Longitude	District	Taluk	Agri-feeder name	Bank	No. of IP sets	Proposed Solar capacity in MW	Energy generation (MU)	Project-wise (Sub-station) details			
													No. of Agri Feeders	No. of IP Sets	Solar capacity in MW	No.of spare/additional bays
11	**SHYAGALE_66**	**Project-96**	**2.5**	1X8	N 14° 16' 48.54" E 75° 56' 07.70"	Davanagere	Davangere	F01-KANDAGAL	BANK-1	392	1.6	2.58	2	613	**2.5**	4
								F03-GONIWADA	BANK-1	221	0.9	1.56				
12	**HARIHAR_66**	**Project-113**	**3.3**	2X12.5	N 14° 32' 55.2" , E 76° 49' 30.3"	Davanagere	Harihara	F05-VEERABHADRESHWARA	BANK-1	278	1.4	2.32	2	902	**3.3**	1
								F07-BASAVESHWARA	BANK-1	624	1.9	3.10				
13	**GUNGURUMALE**	**Project-138**	**4.1**	1X10	N 13° 05' 47.30" , E 76° 32' 10.13"	Tumkur	Tiptur	F01-MUDDANAHALLI	BANK-1	366	1.1	1.82	3	929	**4.1**	1
								F02-KASAVANAHALLI	BANK-1	292	1.6	2.61				
								F04-KALLAHALLI	BANK-1	271	1.4	2.31				
14	**KEREKODI_110**	**Project-139**	**4.2**	1X10	N 13° 12' 06.85" , E 76° 26' 47.40"	Tumkur	Tiptur	F05-RAMACHNDRAPURA	BANK-1	339	2.4	4.05	2	799	**4.2**	3
								F06-DASARIGHATTA	BANK-1	460	1.7	2.90				
Total										**10,180**	**34.7**	**57.72**	**33**	**10,180**	**34.7**	**23**

ANNEXURE-XXI (A)

SELF DECLARATION BY THE BIDDERS FOR NOT SHARING BORDER

(*On the Letterhead of the Bidder/Lead Member*)

Ref ……

To

The General Manager (Ele).,
Demand Side Management,
Bangalore Electricity Supply Company Limited
K.R. Circle,
Bangalore- 560 001

Sir/Madam,

I/We have read the requirements of the tender condition stipulated against Clause No. 5 of Section Eligibility & Qualification of Tender Documents relating to the Tender Enquiry No.:BESCOM/2024-25/SE0205, dated:18.10.2024 for "……..."

I/We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I/We ……. (Bidder name and address) declares that I/We is NOT from such a country which shares a land border with India and our bid fulfills all requirements in this regard and is eligible to be considered.

Place: **Signature along with Seal of Co.**

Date : …….

(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co .....
Address……..
(in Block Letters)

ANNEXURE-XXI (B)

SELF DECLARATION BY THE BIDDERS FOR SHARING BORDER

(*On the Letterhead of the Bidder/Lead Member*)

Ref ……

To

The General Manager (Ele).,
Demand Side Management,
Bangalore Electricity Supply Company Limited
K.R. Circle,
Bangalore- 560 001

Sir/Madam,

I/We have read the requirements of the tender condition stipulated against Clause No. 5 of Section Eligibility & Qualification of Tender Documents relating to the Tender Enquiry No.:BESCOM/2024-25/SE0205, dated:18.10.2024 for "……..."

I/We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I/We ……. (Bidder name and address) declares that I/We is from such a country which shares a land border with India and has been registered with the Competent Authority vide registration no…….. As an evidence of proof, valid registration issued by the Competent Authority is uploaded.

I/We hereby declare that our bid fulfills all requirements in this regard and is eligible to be considered.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider to evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Letter of Award", in the bid documents.

Place: **Signature along with Seal of Co.**

Date : ……

(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co .....
Address……..
(in Block Letters)

ANNEXURE-XXI (C)

SELF DECLARATION BY THE BIDDERS IN CASE SUB CONTRACTING

(*On the Letterhead of the Bidder/Lead Member*)

Ref ……

To

The General Manager (Ele).,
Demand Side Management,
Bangalore Electricity Supply Company Limited
K.R. Circle,
Bangalore- 560 001

Sir/Madam,

I/We have read the requirements of the tender condition stipulated against Clause No. 5 of Section Eligibility & Qualification of Tender Documents relating to the Tender Enquiry No.:BESCOM/2024-25/SE0205, dated:18.10.2024 for "……."

I/We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I/We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Place: **Signature along with Seal of Co.**

Date : …….

(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co .....
Address……..
(in Block Letters)

Note: *Where applicable, evidence of valid registration by the Competent Authority shall be attached*

SCHEDULE 1: Technical Qualification for Solar PV Project

The Project selected under the RFP shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

The following are some of the technical measures required to ensure quality of the PV modules used in grid connected solar power projects.

1. PV Module Qualification:

1.1 The PV modules used in the grid connected solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards or MNRE specifications.

- Crystalline Silicon Solar Cell Modules IEC 61215
- Thin Film Modules IEC 61646

1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

1.3 It will be mandatory to use indigenously manufactured solar cells, panels and modules as per latest "Approved list of Models and Manufacturers (ALMM)" published by MNRE and amendments issued from time to time.

2. Power Conditioners/Inverters:

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/equivalent Standards as specified below:

- Efficiency Measurements IEC 61683
- Environmental Testing IEC 60068 -2/IEC 62093
- EM Compatibility (EMC) IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
- Electrical safety IEC 62103/ IEC 62109-1&2
- Anti-Islanding Protection IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

3. Other Sub-systems/Components:

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centres

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5. Warranty

- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The Inverters/ PCUs installed in the solar power plant must have a minimum warranty for 5 years.

6. Identification and Traceability:

Each PV module used in the solar power project must have a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate but must be able to withstand harsh environmental conditions.)

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m2, AM 1.5, 25^0C)
vi. Wattage, Im, Vm and FF for the module
vii. Unique Serial No and Model No of the module
viii. Date and year of obtaining IEC PV module qualification certificate
ix. Name of the test lab issuing IEC certificate
x. Other relevant information on traceability of solar cells and module as per ISO 9000

SPG should be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring:

The grid connected solar PV power plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. The SPG shall be required to submit this data to MNRE online portal (SEDM) and/or through a report on regular basis for the entire duration of PPA. In this regard, the SPG shall also mandatorily provide access to BESCOM and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules:

The SPG shall ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/non-operational/non-repairable) are disposed-off in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised amended from time to time.

SCHEDULE 2: Communication Architecture between RMS and State Level Server

<Attached separately>